

# AGENDA GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas Monday, November 1, 2021, 7:00 p.m.

\*If you wish to provide written public comment regarding any items below by email, please provide them by noon on November 1, 2021 to <a href="mailto:cityclerk@gardnerkansas.gov">cityclerk@gardnerkansas.gov</a>. The meeting will be open to the public \*

\*Watch this meeting live on the City's YouTube channel at https://www.youtube.com/user/CityofGardnerKS \*

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

#### **PRESENTATIONS**

1. Proclaim November 1, 2021 as Gardner Gold Special Olympics Day in the City of Gardner, Kansas

### **PUBLIC HEARINGS**

### **PUBLIC COMMENTS**

Members of the public are welcome to use this time to make comments about City matters or items on the agenda that are not part of a public hearing

#### **CONSENT AGENDA**

- 1. Standing approval of the minutes as written for the regular meeting on October 18, 2021
- 2. Standing approval of City expenditures prepared October 15, 2021 in the amount of \$1,428,259.79; and October 22, 2021 in the amount of \$257,175.74
- 3. Consider an appointment to the Citizens Police Advisory Committee
- 4. Consider authorizing the execution of a contract for the Prairie Trace West Sewer Interceptor Project

#### **PLANNING & ZONING CONSENT AGENDA**

#### **COMMITTEE RECOMMENDATIONS**

#### **OLD BUSINESS**

### **NEW BUSINESS**

- 1. Consider adopting an ordinance amending Ordinance No. 2640 of the City in connection with the Waverly Plaza Community Improvement District
- 2. Consider accepting a voluntary annexation with landowner consent
- 3. Consider a resolution providing the Authority to Award a contract with the Kansas Department of Transportation (KDOT) for the US-56 Reconstruction project

**COUNCIL UPDATES** – Oral presentation unless otherwise noted

**EXECUTIVE SESSION** 

**ADJOURNMENT** 





## RECORD OF PROCEEDINGS OF THE GOVERNING BODY CITY OF GARDNER, KANSAS

Page No. 2021 – 132 October 18, 2021

The City Council of the City of Gardner, Kansas met in regular session on October 18, 2021, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Steve Shute presiding. Present were Councilmembers Todd Winters, Mark Baldwin, Kacy Deaton, Randy Gregorcyk, and Tory Roberts. City staff present were City Administrator James Pruetting; Deputy City Administrator Amy Nasta; Finance Director Matthew Wolff; Police Chief James Belcher; Utilities Director Gonz Garcia; Parks and Recreation Director Jason Bruce; Community Development Director David Knopick; Public Works Director Kellen Headlee; City Attorney Ryan Denk; and City Clerk Sharon Rose. Others present included those listed on the sign-in sheet and others who did not sign in.

### **CALL TO ORDER**

There being a quorum of Councilmembers present, Mayor Shute called the meeting to order at 7:00 p.m.

### **PLEDGE OF ALLEGIANCE**

Mayor Shute led those present in the Pledge of Allegiance.

### **PRESENTATIONS**

1. Proclaim the month of October 2021 as Breast Cancer Awareness Month in the City of Gardner, Kansas

Mayor Shute read into record a proclamation recognizing October 2021 as Breast Cancer Awareness Month in the City of Gardner, Kansas.

Councilmember Tory Roberts, breast cancer survivor, accepted the proclamation. She emphasized that early detection is the key to survival.

### **PUBLIC HEARINGS**

### **PUBLIC COMMENTS**

No members of the public came forward.

### **CONSENT AGENDA**

- 1. Standing approval of the minutes as written for the regular meeting on October 4, 2021
- 2. Standing approval of City expenditures prepared September 30, 2021 in the amount of \$5,635,562.29; October 1, 2021 in the amount of \$417,352.07; and October 8, 2021 in the amount of \$311,436.03
- 3. Consider a reappointment to the Citizens Police Advisory Committee
- 4. Consider an appointment to the Citizens Police Advisory Committee
- 5. Consider authorizing an agreement for construction inspection on the Moonlight Safe Routes to School project

Councilmember Winters made a motion to approve the Consent Agenda.

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

### PLANNING & ZONING CONSENT AGENDA

1. Consider accepting the dedication of right-of-way and easements on the final plat for Tallgrass 2nd Plat

Councilmember Gregorcyk made a motion to approve the Consent Agenda.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

### **COMMITTEE RECOMMENDATIONS**

### RECORD OF PROCEEDINGS OF THE GOVERNING BODY CITY OF GARDNER, KANSAS

Page No. 2021 - 133 October 18, 2021

### **OLD BUSINESS**

### **NEW BUSINESS**

### **COUNCIL UPDATES**

City Clerk Rose said she has three applicants for the Planning Commission opening. She will reach out to the interview team to begin coordinating interviews. Rose noted the city is hosting the mobile mammography bus at City Hall on November 12, and said there is more information on the city's website.

Director Knopick said they have a Planning Commission meeting next Monday night. They will be discussing billboards and proposed amendments for billboards in the sign regulations code.

Director Headlee said they will have a PWAAC meeting Monday, October 25, 7pm, at the Senior Center.

City Administrator Pruetting noted the snow removal discussion held at the last meeting. Staff researched neighboring cities, and found that most cities had a time frame of 48 hours for snow removal. In discussions with the Chamber, they decided to put together a survey for the downtown businesses. They plan do to that before the end of the month.

Councilmember Roberts suggested that ordinance review processes be revisited. Pruetting said code violations are complaint based. Going forward, they can look at it. Roberts appreciated the proclamation; early detection is key.

Councilmember Gregorcyk asked for follow up to sidewalk on the Center St. bridge. Pruetting said it is part of Center St project. Roberts said there was an open house recently. Director Headlee said widening the sidewalk is part of the Center St. project and is in design now.

Councilmember Baldwin referenced the Parks Master Plan update and asked if they are considering future parks being more inclusive. He asked for consensus from the council to have parks staff begin researching retrofitting Celebration Park for inclusiveness. It's a city amenity provided to everyone, but it's not inclusive for everyone to use. Mayor Shute said JCPRD has been doing inclusive playgrounds in recent years. Can staff reach out for more information? Baldwin said Olathe has disability committee that put in a new park recently. Variety KC is a nonprofit to educate on this subject. Shute suggested having PWAAC and Parks committee work together. Director Bruce said they can also include the Gardner Gold Special Olympics committee.

Mayor Shute announced that Boo Bash is coming up, and asked about Police handing out candy. Chief Belcher said officers will be handing out candy in neighborhoods. Shute said the SWJCEDC will host a Developers Day tomorrow. Shute noted early voting in Johnson County starts October 23. Please get out and vote.

#### **EXECUTIVE SESSION**

### **ADJOURNMENT**

There being no	further	business	to come	before t	the Council,	on a motion	duly made by	Councilmember	Deaton
and seconded b	y Cour	cilmembe	r Baldw	in the m	eeting adjo	urned at 7:18	Bp.m.		

City Clerk	

# EXPENDITURE APPROVAL LIST

**PAGE** 

AS OF: 10/15/2021 PAYMENT DATE: 10/15/2021

PROGE	RAM:	GM339L	
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VEND NO S INVOICE NO	 SEQ# /	VENDOR NAME OUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004834	00	ADVENTHEALTH					
20211001		005112	00 10/15/2021	601-1230-412.31-15	RANDOMS	EFT:	99.00
					VENDOR TOTAL *	.00	99.00
0001986 5084399-00	00	ANIXTER, INC	00 10/08/2021	501-4130-441.52-31	CABLE	EFT:	5,813.12
5084399-00			00 10/03/2021	501-4130-441.52-31	PEDESTAL	EFT:	5,642.61
5002373 00		005113	00 10/04/2021	501-4130-441.52-31	PEDESTAL	EFT:	3,967.08
5069669-01		005114	00 10/15/2021	501-4130-441.52-31	SPLICE BOX	EFT:	512.34
					VENDOR TOTAL *	.00	15,935.15
0005014	00	ATTIC STORAGE					
18162		005188	00 10/15/2021	001-6110-461.44-02	MONTHLY BILLING	EFT:	870.00
0001553	0.0				VENDOR TOTAL *	.00	870.00
0001773 40208	00	BHC RHODES PT0560 007607	00 10/12/2021	001-3130-431.31-10	TECHNICAL SPECIFICATIONS	EFT:	225.84
40207			00 10/12/2021	130-3130-431.62-04	AMENDMENT 1	EFT:	6,415.00
40208			00 10/12/2021	521-4210-442.31-15	TECHNICAL SPECIFICATIONS	EFT:	225.83
40208			00 10/12/2021	531-4310-443.31-15	TECHNICAL SPECIFICATIONS	EFT:	225.83
					VENDOR TOTAL *	.00	7,092.50
0099999	00	BLOCK, JOANN		F01 0000 000 00 00		01 05	
000031099		UT	00 10/13/2021	501-0000-229.00-00	FINAL BILL REFUND	81.05	
0000400	0.0		GOTIMIT TNG		VENDOR TOTAL *	81.05	
0002420 BMS976332	00	BRENNTAG MID- PI0553 007778	-SOUTH, INC 00 09/22/2021	521-4220-442.52-13	SODIUM PERMANGANATE	EFT:	28,529.50
BMS981963		PI0558 007588	•	521-4220-442.52-13	HYDROFLUOROSILICIC ACID	EFT:	1,020.00
BMS981963		005115	00 10/15/2021	521-4220-442.52-13	HYDROFLUOROSILICIC ACID	EFT:	36.00
BMS981964		005116	00 10/15/2021	521-4220-442.52-13	ROBIN 110	EFT:	1,165.40
					VENDOR TOTAL *	.00	30,750.90
0002596	00	BUILDEX, INC					
409494		005117	00 10/15/2021	117-3120-431.43-06	SPRAY INJECTION PATCHING	EFT:	2,755.00
					VENDOR TOTAL *	.00	2,755.00
0000347 104290-35	00	BURNS & MCDOI PI0554 007260	NNELL 00 10/08/2021	130-3130-431.62-04	AMENDMENT 2	EFT:	37,420.80
						0.0	
0004934	00	BURNS & MCDOI	NNELL/CAS CONSTE	RUCTORS	VENDOR TOTAL *	.00	37,420.80
PAY APP 24			00 09/30/2021	521-4240-442.61-03	HILLSDATE WTP EXPANSION	EFT:	98,497.38
	_				VENDOR TOTAL *	.00	98,497.38
0001834 43836	00	C & C GROUP 005118	00 10/15/2021	603-3150-431.31-15	ANNUAL BILLING	EFT:	600.00
		. — <del>-</del>	-, — -, — - <b></b>				
0003532	00	CBIZ BENEFITS	S & INSURANCE SV	CS INC	VENDOR TOTAL *	.00	600.00
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ELIZABETH'S ALTERATIONS

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# EXPENDITURE APPROVAL LIST

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PROGRAM: GM339L AS OF: 10/15/2021 PAYMENT DATE: 10/15/2021

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0003532	00	CBIZ BENEFIT	S & INSURANCE S	VCS INC			
55599				001-1140-411.31-15	CONSULTING SERVICES	EFT:	8,000.00
					VENDOR TOTAL *	.00	8,000.00
0000001 313696625	00 1021	CENTURYLINK 005119	00 10/15/2021	001-3116-431.40-03	MONTHLY BILLING	21.63	
313696625	1021	005120	00 10/15/2021	001-3120-431.40-03	MONTHLY BILLING	40.16	
313014430	1021	005187	00 10/15/2021	521-4220-442.40-03	MONTHLY BILLING	351.26	
0003512	00	CHALLENGER T	FAMWEAR I.I.C		VENDOR TOTAL *	413.05	
1137885-IN		005121	00 10/15/2021	001-6110-461.47-53	SOCCER BALLS W. LOGO	EFT:	1,061.24
					VENDOR TOTAL *	.00	1,061.24
0000429 5078171510	00	CINTAS FIRE 005122	PROTECTION 00 10/15/2021	521-4220-442.31-15	MONTHLY BILLING	EFT:	94.46
					VENDOR TOTAL *	.00	94.46
0001643 SEP-21	00	CITY OF EDGE	RTON 00 10/15/2021	531-4320-443.31-15	MONTHLY BILLING	20,262.82	
					VENDOR TOTAL *	20,262.82	
0000288 492189	00	CROFT TRAILE	R SUPPLY, INC. 00 10/15/2021	501-4130-441.52-04	JACK FOR EQ# 416	EFT:	81.77
					VENDOR TOTAL *	.00	81.77
0003716 DP2103631	00	DATAPROSE 005125	00 10/15/2021	604-1320-413.31-15	MONTHLY BILLING	EFT:	6,738.15
					VENDOR TOTAL *	.00	6,738.15
0004096 37083	00	DESIGN 4 SPO	RTS 00 10/15/2021	001-6110-461.47-53	JERSEY ADD-ON	EFT:	5.50
					VENDOR TOTAL *	.00	5.50
0003481 817002812-	00 -21	DPC INDUSTRI PI0549 007587	ES INC 00 09/29/2021	521-4220-442.52-13	AMMONIUM SULFATE	EFT:	1,220.00
					VENDOR TOTAL *	.00	1,220.00
0001762 INV61418	00	DREXEL TECHNO	OLOGIES INC 00 10/15/2021	501-4140-441.62-14	TURBINE SYSTEM UPGRADE	EFT:	12.00
					VENDOR TOTAL *	.00	12.00
0099999 10072021	00	DUSTIN HILLE 005111	GEIST 00 10/15/2021	001-3120-431.31-15	CONCRETE REPAIR	1,425.00	
					VENDOR TOTAL *	1,425.00	
0099999	00	ECONOMIC AND	EMPLOYMENT	501-0000-229 00-00	ETNIAT, DELITAID	5 813 86	

VENDOR TOTAL \*

00 10/13/2021 501-0000-229.00-00 FINAL BILL REFUND

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PROGRAM: GM339L AS OF: 10/15/2021 PAYMENT DATE: 10/15/2021

CITY OF GARDNER

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GRASS PAD, INC

VEND NO S INVOICE NO	SEQ#	VENDOR VOUCHER P NO		BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OF HAND-ISSUED AMOUNT
0005174	00	ELIZABE	TH'S	ALTE	RATIONS				
860563		005127		00	10/15/2021	001-2120-421.42-02	SEWING PATCHES	222.00	
							VENDOR TOTAL *	222.00	
0002511 24367	00	ENRIGHT 005128	' LAWN	-	NC 10/15/2021	001-6120-461.31-15	MOWING	EFT:	3,110.00
							VENDOR TOTAL *	.00	3,110.00
0002956 KSKA3144966	00	FASTENA 005129	L CO.		10/15/2021	501-4130-441.52-12	BATTERIES - SHOP USE	₽₽₩▲	12.24
KSKA3144900 KSKA3144977		005129			10/15/2021	501-4130-441.52-12	GRINDING WHEELS - SHOP	EFT: EFT:	80.47
KSKA3144977 KSKA3144998		005130			10/15/2021	501-4130-441.52-02		EFT:	21.49
							VENDOR TOTAL *	.00	114.20
0000086	00	GALLS,	LLC	0.0	10/15/2021	001 2120 421 52 02			100 00
019449527 019479270		005132 005133			10/15/2021 10/15/2021	001-2120-421.53-02 001-2120-421.53-02	PATROL BOOTS - HOFER BODY ARMOR-NOTTINGHAM	EFT:	100.00 805.12
019479270		005133			10/15/2021	001-2120-421.53-02	COLLAR BRASS	EFT:	21.87
							VENDOR TOTAL *	.00	926.99
0000089 415551	00	GARDNER			Y 09/27/2021	001-2120-421.43-05	CRASH REPAIR UNIT 113	10,971.59	
113331		110330 0			05/21/2021	001 2120 121.13 03			
0001101	00	GYDDWED	חדפו	OOGAT.	SERVICE, I	NC	VENDOR TOTAL *	10,971.59	
01-0000114			DISE		10/15/2021	001-6120-461.40-02	MONTHLY BILLING	EFT:	380.00
01-0000274					10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01-0000274					10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.34
01-0000274					10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
01-0000274					10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
01-0000274	102	1005140		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	129.00
01-0000274	102	1005141		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
01-0000274	102	1005142		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01-0000274	102	1005143		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
01-0000274	102	1005144		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
01-0000274	102	1005145		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01-0000274	102	1005146			10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01-0000274	102	1005147		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
000000	0.0			_			VENDOR TOTAL *	.00	811.00
0000028 10210011	00	<b>GARDNER</b> 005186	NEWS		10/15/2021	001-1130-411.31-15	GRAND SLAM PRINT	EFT:	420.00
							VENDOR TOTAL *	.00	420.00
0000181	00	GRAINGE	:R	0.0	10/15/2221	E21 4220 440 E2 12	мошор		00 64
9068591149		005148			10/15/2021	521-4220-442.52-12	MOTOR	EFT:	99.64
9069254689 9071707898		005149 005150			10/15/2021 10/15/2021	521-4220-442.52-12 521-4220-442.52-12	MOTOR ADAPTER	EFT:	45.31 52.36
JU / I / U / O J O		003130		00	TO/TO/ZOZT	J41-4440-444.54 <b>-</b> 14	ADAL I EK	EFT:	54.50

VENDOR TOTAL \*

# EXPENDITURE APPROVAL LIST

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PROGRAM: GM339L AS OF: 10/15/2021 PAYMENT DATE: 10/15/2021

PI0570 007785 00 10/10/2021 521-4230-442.40-06 LOCATING SERVICE

PI0571 007785 00 10/10/2021

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IRON MOUNTAIN INC

JCI INDUSTRIES INC.

K.C. BOBCAT INC

CITY OF GARDNER

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531-4330-443.40-06 LOCATING SERVICE

001-1150-411.31-15 MONTHLY BILLING

521-4220-442.52-12 PUMPHEAD

001-6110-461.47-53 COURT RENTALS

VENDOR TOTAL \*

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# EXPENDITURE APPROVAL LIST

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PROGRAM: GM339L AS OF: 10/15/2021 PAYMENT DATE: 10/15/2021

CITY OF GARDNER

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LEGAL RECORD, THE

00 10/15/2021

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001-6110-461.54-51

VEND NO S INVOICE NO	SEQ# V	VENDOR NAM VOUCHER P.O. NO NO	BNK CHECK/DUE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000108 19160060	00	K.C. BOBCA	AT INC 00 10/15/2021	001-6120-461.43-02	MOWER REPAIR	239.58	
					VENDOR TOTAL *	239.58	
0000421 16320	00	KANSAS MUN 005161	NICIPAL UTILITIES, 00 10/15/2021		4TH QTR KMU TRAININGS	EFT:	3,375.00
					VENDOR TOTAL *	.00	3,375.00
0000112 1090250	00	KANSAS ONE 005162	E-CALL SYSTEM, INC 00 10/15/2021		LOCATES	EFT:	3.60
	0.0		\ <b></b>		VENDOR TOTAL *	.00	3.60
0099999 000045461	00	KANSAS STA UT	ATE TREASURER 00 10/13/2021	501-0000-229.00-00	FINAL BILL REFUND	601.82	
	•	<b></b>			VENDOR TOTAL *	601.82	
0001601 C34843	00	KAW VALLEY	Y ENGINEERING, INC 00 10/15/2021		CONSTRUCTION TESTING	EFT:	39.00
	•				VENDOR TOTAL *	.00	39.00
0000492 52742	00	KDHE - DIV 005188	V OF HLTH & ENV LA 00 10/15/2021		WATER SAMPLE LAB WORK	EFT:	1,712.00
					VENDOR TOTAL *	.00	1,712.00
0004901 21-108	00	KEEGAN, DE PI0557 0075	ENNIS 583 00 10/08/2021	130-3130-431.62-04	RIGHT OF WAY AQUISITION	6,050.00	
	_				VENDOR TOTAL *	6,050.00	
0001446 EMP1-GD-202 EMP1-GD-202		9005165	#1 OPERATING ACCT 00 10/15/2021 00 10/15/2021	501-0000-351.13-00 501-4120-441.41-01	MONTHLY BILLING MONTHLY BILLING	EFT:	354,964.11- 377,785.07
					VENDOR TOTAL *	.00	22,820.96
0001626 GRDA-GD-21-	00 -11	KMEA GRDA 005166	OPERATING ACCT 00 10/15/2021	501-4120-441.41-01	MONTHLY BILLING	EFT:	1,039,679.37
					VENDOR TOTAL *	.00	1,039,679.37
0004769 11826709	00	KRONOS SAA	ASHR, INC 00 10/15/2021	602-1340-413.47-05	MONTHLY BILLING	EFT:	2,279.90
0001102	0.0	7/11m 3 7/ D A A	7 TTD		VENDOR TOTAL *	.00	2,279.90
0001103 2941692 2941694 2941738	00	KUTAK ROCK 005167 005168 005169	00 10/15/2021 00 10/15/2021 00 10/15/2021	001-1305-413.31-01 001-1305-413.31-01 001-1305-413.31-01	2012C ARBITRAGE CALC. 2012A ARBITRAGE CALC. 2011A ARBITRAGE CALC.	EFT: EFT:	1,200.00 1,200.00 1,500.00

VENDOR TOTAL \*

SOTT HEARING

501-4140-441.62-14 QUALIFICATIONS NOTICE

# EXPENDITURE APPROVAL LIST

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AS OF: 10/15/2021 PAYMENT DATE: 10/15/2021

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PROGRAM: GM339L

VEND NO SEQ# VENDOR NAME EFT, EPAY OR ITEM VOUCHER P.O. ACCOUNT CHECK INVOICE BNK CHECK/DUE HAND-ISSUED NO DATE NO **AMOUNT AMOUNT** DESCRIPTION NO NO 0004949 LEGAL RECORD, THE 00 VENDOR TOTAL \* .00 52.13 0004490 00 MARQUEE EVENT RENTAL PI0565 007782 00 10/06/2021 001-6110-461.54-51 TENT RENTAL 242383 5,896.01 EFT: VENDOR TOTAL \* .00 5,896.01 0000233 00 MAXIMUM LAWN CARE 005171 500.00 16040 00 10/15/2021 001-3120-431.31-15 MOWING EFT: 500.00 VENDOR TOTAL \* .00 0000375 00 MID-AMERICAN SIGNAL, INC. 21-510 005172 00 10/15/2021 001-3120-431.52-10 183RD & GARDNER RD EFT: 1,015.00 1,015.00 VENDOR TOTAL \* .00 0004464 00 MID-STATE RENTAL 113549-2 005173 300.00 00 10/15/2021 001-6110-461.54-51 CARGO TRAILER EFT: 300.00 VENDOR TOTAL \* .00 0003579 00 MID-STATES MATERIALS LLC 005174 186.47 110684 00 10/15/2021 521-4230-442.52-12 MATERIALS 005175 186.47 00 10/15/2021 531-4330-443.52-12 MATERIALS 110684 VENDOR TOTAL \* 372.94 0001382 00 MISSION COMMUNICATIONS, LLC 005176 00 10/15/2021 531-4320-443.31-15 ALARM SYSTEM 1056353 1,258.20 EFT: .00 1,258.20 VENDOR TOTAL \* 0004957 NEXGRID, LLC 00 2,246.55 2021314 005177 00 10/15/2021 501-4130-441.52-31 FOR NEW DEVELOPMENT EFT: VENDOR TOTAL \* 2,246.55 .00 0004123 00 OFFICETEAM 00 10/15/2021 1,281.88 58537250 005178 604-1320-413.31-15 TEMP LABOR EFT: 005179 58565126 00 10/15/2021 604-1320-413.31-15 TEMP LABOR 1,191.34 EFT: VENDOR TOTAL \* 2,473.22 .00 0000142 OLATHE WINWATER WORKS 00 396.00 165138 00 005180 00 10/15/2021 001-6120-461.43-02 MOWER REPAIR EFT: 005181 164277 02 00 10/15/2021 521-4230-442.52-12 375.00 HARDWARE EFT: 165456 00 005182 00 10/15/2021 521-4230-442.52-12 30.02 HARDWARE EFT: 164409 00 005183 00 10/15/2021 521-4230-442.52-20 1,490.00 FOAM INSULATOR EFT: 165175 00 005184 00 10/15/2021 521-4230-442.52-32 1,350.00 SADDLE EFT: 005185 165176 00 00 10/15/2021 521-4230-442.52-32 3,000.00 SADDLE EFT: 163256 00 005185 00 10/15/2021 521-4230-442.52-32 CORP EFT: 3,250.00 163259 00 005185 00 10/15/2021 521-4230-442.52-32 CORP 3,250.00 EFT: 005185 00 10/15/2021 521-4230-442.52-12 174.00 165535 00 HARDWARE EFT: 13,315.02 **VENDOR TOTAL \*** .00 0000256 00 OTTAWA COOP

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000056	00	OFFILIA GOOD					
0000256 48397 0921	. 00	OTTAWA COOP 005185	00 10/15/2021	521-4230-442.52-09	DIESEL FUEL	EFT:	245.72
					VENDOR TOTAL *	.00	245.72
0002488 10112021	00	PETTY CASH - 005185	UTILITIES 00 10/15/2021	501-4130-441.46-02	CDL REIMB	26.75	
10112021		005185	00 10/15/2021	521-4230-442.52-09	GAS REIMB	12.00	
10112021		005185	00 10/15/2021	531-4330-443.46-01	KDHE LUNCH	5.45	
10112021		005185	00 10/15/2021	531-4330-443.46-01	KDHE LUNCH	14.58	
0004700	0.0				VENDOR TOTAL *	58.78	
0004790 10012021	00	PLANET SUB 005185	00 10/15/2021	001-6110-461.54-51	GRAND SLAM LUNCH	215.76	
0000140	0.0		DIDIMION INC		VENDOR TOTAL *	215.76	
0000149 65184861	00	005185	RIBUTION INC 00 10/15/2021	001-6120-461.44-02	CYLINDER RENTAL	EFT:	351.31
66388717		005188	00 10/15/2021	501-4120-441.44-02	CYLINDER RENTAL	EFT:	141.56
0000150	0.0				VENDOR TOTAL *	.00	492.87
0000150 19670086	00	QUILL CORPOR 005185	ATION 00 10/15/2021	521-4220-442.52-20	OFFICE SUPPLIES	50.23	
					VENDOR TOTAL *	50.23	
0000946 2960	00		NITORIAL INC 00 10/04/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	10,055.61
					VENDOR TOTAL *	.00	10,055.61
0004120	00	RIVER GROUP	DESIGN		VIIIVIOIT IOIIII		10,033.01
GRD078		005185	00 10/15/2021	001-1130-411.31-15	GRAPHIC DESIGN	EFT:	440.00
0004650	00	RYAN LAWN AN	TO TO THE		VENDOR TOTAL *	.00	440.00
2360362	00	005185	00 10/15/2021	001-6120-461.31-15	TREE CHEMICALS	229.75	
					VENDOR TOTAL *	229.75	
0004964 31234	00		SSOCIATES, P.A. 00 10/01/2021	531-4340-443.62-10	SEWER INTERCEPTOR	EFT:	1,899.66
					VENDOR TOTAL *	.00	1,899.66
0004785 3003176	00	SUMNERONE, I	NC 00 10/15/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	209.76
3005170		005186	00 10/15/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	98.77
3007024		005186	00 10/15/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	221.87
0002702	00	ጥሮአሉ ለኮኮተረኮ	T T C		VENDOR TOTAL *	.00	530.40
0003783 2021-18491	. 00	TEAM OFFICE 005185	00 10/15/2021	001-1120-411.31-15	OFFICE RECONFIGURATION	EFT:	386.34

VENDOR TOTAL \*

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VEND NO SE INVOICE NO	Q# V(	VENDOR NAM DUCHER P.O. NO NO	. I	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002055 0	0	TG TECHNIC	CAT. S	SERVICES				
22275		005185		00 10/15/2021	521-4220-442.31-15	SEMI-ANNUAL SERVICE	EFT:	450.00
22276		005185		00 10/15/2021		SEMI-ANNUAL SERVICE	EFT:	180.00
0000186		m = 14 = 1.12 = 2.11				VENDOR TOTAL *	.00	630.00
0000176 0 010821010042	0	TIME WARNE 005186		ABLE 00 10/15/2021	602-1340-413.47-05	MONTHLY BILLING	42.77	
	0					VENDOR TOTAL *	42.77	
0000006 0 P66577	O	VERMEER IN PI0552 0077		00 09/27/2021	501-4130-441.52-04	PARTS FOR TRENCHER	EFT:	5,648.28
0005086 0	0	VI.D AN FOI	ттомі	ENTSHARE COMPA	\ \TV	VENDOR TOTAL *	.00	5,648.28
PSO044583-1		005185		00 10/15/2021		BACKHOE BREAK REPAIR	EFT:	694.40
PSO044611-1		005185		00 10/15/2021		BACKHOE BREAK REPAIR	EFT:	224.30
0004551 0	0	WASTE MANA	<b>ас</b> емі	ZNT		VENDOR TOTAL *	.00	918.70
6565261-4858				00 10/15/2021	001-6110-461.54-51	TRASH FOR EVENT	EFT:	1,200.00
						VENDOR TOTAL *	.00	1,200.00
0003687 0 4REINV001330	0 8 I	WATCHGUARI PI0551 0077		DEO 00 09/21/2021	001-2120-421.52-20	VIDEO SYSTEMS	9,220.00	

00 10/15/2021 001-6105-461.46-01 MILEAGE REIMBURSEMENT

VENDOR TOTAL \*

VENDOR TOTAL \*

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TOTAL EXPENDITURES \*\*\*\*

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602-1340-413.40-03

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OF HAND-ISSUED AMOUNT
0005127 10219	00	ACULAS HEALT 005484	H LLC 00 10/22/2021	601-1230-412.31-15	PCP	300.00	
					VENDOR TOTAL *	300.00	
0004340	00	ALL CITY MAN	AGEMENT SERVICE	S INC	VENDOR TOTAL	300.00	
72089		005485	00 10/22/2021	001-2110-421.31-15	CROSSING GUARD CONTRACT	EFT:	3,130.75
					VENDOR TOTAL *	.00	3,130.75
0004999	00		ELITY ADMIN SER				100.0
54542		005486	00 10/22/2021	001-1140-411.31-15	MONTHLY BILLING	EFT:	103.95
0001986	00	ANTYMED THE	•		VENDOR TOTAL *	.00	103.95
5079910-02		ANIXTER, INC	00 10/22/2021	501-4130-441.52-31	PVC	EFT:	432.43
5079910-01		005507	00 10/22/2021	501-4130-441.52-31	MOUNTING BRAKET	EFT:	1,059.17
5090740-01		005507	00 10/22/2021	501-4130-441.52-31	CONDUIT	EFT:	2,076.74
5087635-00		PI0574 007788		501-4130-441.52-31	PRIMARY CABLE	EFT:	15,873.88
					VENDOR TOTAL *	.00	19,442.22
0004860	00	AT&T MOBILIT	<b>Y</b>				
10082021		005502	00 10/22/2021	001-2110-421.40-03	MONTHLY BILLING	1,936.52	
0000515	0.0				VENDOR TOTAL *	1,936.52	
0003515	00		TERMINATORS INC		MONTHIT V DITTING	77 TO TO TO	10 11
2316706		005487	00 10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2316699 2316699		005488 005489	00 10/22/2021 00 10/22/2021	603-3150-431.31-15 603-3150-431.31-15	MONTHLY BILLING MONTHLY BILLING	EFT:	29.87 29.87
2316691		005489	00 10/22/2021	603-3150-431.31-15	MONTHLY BILLING MONTHLY BILLING	EFT: EFT:	39.14
2316698		005491	00 10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2316692		005492	00 10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2316695		005493	00 10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2316693		005494	00 10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2316704		005495	00 10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2316703		005496	00 10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	25.75
2316700		005497	00 10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2316701		005498	00 10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	58.71
2316702		005499	00 10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2316694		005500	00 10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	96.00
2316705		005501	00 10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
					VENDOR TOTAL *	.00	641.90
0002596	00	BUILDEX, LLC				II	
409494 409494		005117 005117	00 10/15/2021 00 10/19/2021	117-3120-431.43-06	SPRAY INJECTION PATCHING	CHECK #: 18611	2,755.00-
<b>エ</b> リフサブサ		005117	00 T0/T3/Z0ZT	117-3120-431.43-06	SPRAY INJECTION PATCHING	EFT:	2,755.00
000001	00	CENTITO VI TNIV			VENDOR TOTAL *	.00	

001-6110-461.40-03 MONTHLY BILLING

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VEND NO INVOICE	SEQ#	VENDOR NAME VOUCHER P.O.	BNK CHECK/DUE	ACCOUNT	ITEM		CHECK	EFT, EPAY OR HAND-ISSUED
NO		NO NO	DATE	NO	DESCRIPTION	AM	OUNT	AMOUNT
<b> </b>								
000001	00	CENTURYLINK						
320501840	1021	005516	00 10/22/2021	602-1340-413.40-03	MONTHLY BILLING		56.93	
					VENDOR TOTAL *	1,	838.55	
0003512	00	CHALLENGER T	EAMWEAR LLC					
1126997		005049	00 10/08/2021	001-6110-461.47-53	UNIFORMS	CHECK #:	18564	264.95-
1126997		005049	00 10/19/2021	001-6110-461.47-53	UNIFORMS		EFT:	264.95
1127536		005049	00 10/08/2021	001-6110-461.47-53	BALLS	CHECK #:	18564	420.00-
1127536		005049	00 10/19/2021	001-6110-461.47-53	BALLS	II	EFT:	420.00
1128053		005049	00 10/08/2021	001-6110-461.47-53	BALL BAGS	CHECK #:	18564	70.00-
1128053	_	005049	00 10/19/2021	001-6110-461.47-53	BALL BAGS	a 11	EFT:	70.00
1129638-IN		PI0547	00 10/08/2021	001-6110-461.47-53	FALL SOCCER UNIFORMS	CHECK #:	18564	6,594.00-
1129638-IN	N	PI0547	00 10/19/2021	001-6110-461.47-53	FALL SOCCER UNIFORMS		EFT:	6,594.00
1129910		005049	00 10/08/2021	001-6110-461.47-53	UNIFORMS	CHECK #:	18564 FFT.	10.00-
1129910		005049	00 10/19/2021	001-6110-461.47-53	UNIFORMS	CITECE #.	EFT:	10.00
1131940 1131940		005049 005049	00 10/08/2021 00 10/19/2021	001-6110-461.47-53 001-6110-461.47-53	UNIFORMS UNIFORMS	CHECK #:	18564 EFT:	254.00- 254.00
1131940 1132749-IN	T	005049	00 10/19/2021	001-6110-461.47-53	SOCCER UNIFORMS	CHECK #:	18564	234.00
1132749-IN		005092	00 10/08/2021	001-6110-461.47-53	SOCCER UNIFORMS	CHECK #:	EFT:	220.50
1132749-11 $1133246$	V	005092	00 10/19/2021	001-6110-461.47-53	UNIFORMS	CHECK #:	18564	20.00-
1133246		005049	00 10/00/2021	001-6110-461.47-53	UNIFORMS	CHECK T.	EFT:	20.00
1133640		005049	00 10/13/2021	001-6110-461.47-53	UNIFORMS	CHECK #:	18564	680.00-
1133640		005049	00 10/19/2021	001-6110-461.47-53	UNIFORMS	CIIICIC TT •	EFT:	680.00
1133644		005049	00 10/08/2021	001-6110-461.47-53	UNIFORMS	CHECK #:	18564	24.00-
1133644		005049	00 10/19/2021	001-6110-461.47-53	UNIFORMS	CILCIC III	EFT:	24.00
1134379		005049	00 10/08/2021	001-6110-461.47-53	UNIFORMS	CHECK #:	18564	18.00-
1134379		005049	00 10/19/2021	001-6110-461.47-53	UNIFORMS		EFT:	18.00
1137199		005049	00 10/08/2021	001-6110-461.47-53	UNIFORMS	CHECK #:	18564	6.00-
1137199		005049	00 10/19/2021	001-6110-461.47-53	UNIFORMS		EFT:	6.00
1137885-IN	1	005121	00 10/15/2021	001-6110-461.47-53	SOCCER BALLS W. LOGO	CHECK #:	18616	1,061.24-
1137885-IN	1	005121	00 10/19/2021	001-6110-461.47-53	SOCCER BALLS W. LOGO		EFT:	1,061.24
0000640	2.2				VENDOR TOTAL *		.00	
0003640 0029467	00	CONTINENTAL 005505	RESEARCH CORP 00 10/22/2021	001-6120-461.52-01	GENERAL REPAIRS		EFT:	732.09
					VENDOR TOTAL *		.00	732.09
0000086	00	GALLS, LLC						
019504285		005502	00 10/22/2021	001-2120-421.53-02	COLLAR BRASS		EFT:	34.39
019504300		005502	00 10/22/2021	001-2120-421.53-02	COLLAR BRASS		EFT:	107.11
000500	2.2				VENDOR TOTAL *		.00	141.50
0005093 10012021	00	GROUP GARDNE 005502	R, LLC 00 10/22/2021	108-9100-491.49-05	CID DEVELOPMENT		EFT:	66,682.08
					VENDOR TOTAL *		.00	66,682.08
0000013	00	HACH COMPANY						
12697567		005507	00 10/22/2021	521-4220-442.52-12	LAB SUPPLIES		EFT:	987.11
12680434		005507	00 10/22/2021	521-4220-442.52-12	TURBIDIMETER		EFT:	3,433.04
0000285	00	HARRISON MAC	HINE SHOP & WELI	DING INC	VENDOR TOTAL *		.00	4,420.15
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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000285 57166	00	HARRISON MAG	CHINE SHOP & WELL 00 10/22/2021	DING INC 501-4140-441.63-73	WATER METER LIDS	EFT:	713.00
					VENDOR TOTAL *	.00	713.00
0000201	00	HASTY AWARDS		001 6110 461 47 F2			
FALL VOLL	EYBAL	T002208	00 10/22/2021	001-6110-461.47-53		EFT:	92.46
0000102	00	ICMA RETIREN	MENT TRUST - 457		VENDOR TOTAL *	.00	92.46
626842		005510	00 10/19/2021	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	8,406.23
					VENDOR TOTAL *	.00	8,406.23
0000309 185605	00	JOHNSON COUN	NTY SHERIFF'S OF: 00 10/22/2021		PRISONER BOARDING 3RD QTR	EFT:	3,055.00
					VENDOR TOTAL *	.00	3,055.00
0000108 19160208	00	K.C. BOBCAT 005505	INC 00 10/22/2021	001-6120-461.43-02	MOWER REPAIR	225.43	
					VENDOR TOTAL *	225.43	
0000421 200005752	00	KANSAS MUNIO	CIPAL UTILITIES, 00 10/22/2021	INC. 501-4130-441.46-01	KMU WORKSHOP	EFT:	375.00
					VENDOR TOTAL *	.00	375.00
0002489 1616521 1616511 1616519	00	KPERS 005513 005514 005515	00 10/21/2021 00 10/21/2021 00 10/21/2021	721-0000-202.03-05 721-0000-202.03-01 721-0000-202.03-01	102121 PAY PERIOD 102121 PAY PERIOD 102121 PAY PERIOD	CHECK #: 112 CHECK #: 112 CHECK #: 112	714.56 105.25 39,138.42
					VENDOR TOTAL *	.00	39,958.23
0002490 1616522 1616520	00	KPF 005511 005512	00 10/21/2021 00 10/21/2021	721-0000-202.03-05 721-0000-202.03-02	102121 PAY PERIOD 102121 PAY PERIOD	CHECK #: 113 CHECK #: 113	85.12 29,977.61
					VENDOR TOTAL *	.00	30,062.73
0004949 L93278	00	LEGAL RECORI 005502	O, THE 00 10/22/2021	001-7110-471.47-01	LEGAL NOTICE	EFT:	7.87
0003579	00	MID-STATES N	MATERIALS LLC		VENDOR TOTAL *	.00	7.87
110894 110894		005507 005507	00 10/22/2021 00 10/22/2021	521-4230-442.52-12 531-4330-443.52-12	SUPPLIES SUPPLIES	312.01 312.02	
0000142	00	OLATHE WINW	ATER WORKS		VENDOR TOTAL *	624.03	
162939 00 165175 02 165803 00 165811 00		005507 005507 005507 005507	00 10/22/2021 00 10/22/2021 00 10/22/2021 00 10/22/2021	521-4230-442.52-32 521-4230-442.52-12 521-4230-442.52-12 521-4230-442.52-12	SUPPLIES SUPPLIES SUPPLIES SUPPLIES	EFT: EFT: EFT:	4,800.00 125.00 339.00 604.00
0000256	00	OTTAWA COOP			VENDOR TOTAL *	.00	5,868.00

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001-2120-421.43-05

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OF HAND-ISSUED AMOUNT
0000256	00	OTTAWA COOP					
46397 0921		005502	00 10/22/2021	001-3120-431.52-09	DIESEL FUEL	EFT:	14.28
					VENDOR TOTAL *	.00	14.28
0001569 INV0275256	00 <b>4</b>	PAYCOR, INC 005517	00 10/18/2021	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	691.85
0000140	0.0				VENDOR TOTAL *	.00	691.85
0000149	00		TRIBUTION INC	001-6120-461.44-02	MONTULY DILLING	다다.	100.17
66375532 66366311		005504 005506	00 10/22/2021 00 10/22/2021			EFT:	64.12
					VENDOR TOTAL *	.00	164.29
0004198 640468QB	00	PROTECT YOUT 005502	TH SPORTS 00 10/22/2021	001-6110-461.47-53	ANNUAL HOSTING FEE	EFT:	399.00
					VENDOR TOTAL *	.00	399.00
0000948 2021 CCMFO	00 <b>A</b>	ROSE, SHARON	N 00 10/22/2021	001-1150-411.46-01	CITY CLERK TRAINING	321.44	
					VENDOR TOTAL *	321.44	
0004830	00		KCARD CENTER				
09/2021		005198	00 10/19/2021			EFT:	1,571.35
09/2021		005190	00 10/19/2021			EFT:	12.95
09/2021		005192	00 10/19/2021			EFT:	125.42
09/2021		005193	00 10/19/2021			EFT:	1.56
09/2021		005194	00 10/19/2021			EFT:	70.18
09/2021 09/2021		005195 005196	00 10/19/2021 00 10/19/2021			EFT: EFT:	30.49 75.00
09/2021		005190	00 10/19/2021			EFT:	135.00
09/2021		005197	00 10/19/2021			EFT:	250.00
09/2021		005200	00 10/19/2021			EFT:	65.00
09/2021		005212	00 10/19/2021			EFT:	31.00
09/2021		005223	00 10/19/2021			EFT:	87.95
09/2021		005230	00 10/19/2021			EFT:	59.95
09/2021		005232	00 10/19/2021		AMZN MKTP US 2G8HS94A2	EFT:	59.89
09/2021		005237	00 10/19/2021	001-2110-421.52-20	AMZN MKTP US 2C09B6J62	EFT:	59.97
09/2021		005239	00 10/19/2021	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	109.70

AMAZON.COM 2G2602GI1

BATTERIES+BULBS #259

TRAILS WEST ACE HDWE

ANI-PALS PET RESORT

ANI-PALS PET RESORT

ANI-PALS PET RESORT

WALGREENS #10150

VSP TIREHUB

DRONE NERDS

HILTON GARDEN INN WEST DE

HILTON GARDEN INN WEST DE

MURPHY TROPHY AND ENGRAVI

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PROGRAM: GM339L AS OF: 10/22/2021 PAYMENT DATE: 10/22/2021

001-3120-431.52-08

001-3120-431.53-02

001-3120-431.46-01

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001-3120-431.52-08

001-3120-431.53-02

001-3120-431.52-08

001-3120-431.53-02

001-3120-431.46-01

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CITY OF GARDNER

VEND NO INVOICE NO	SEQ# VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00 SECURITY BA	NKCARD CENTER				
09/2021	005225	00 10/19/2021	001-2120-421.46-01	COMMAND PRESENCE	EFT:	160.00-
09/2021	005226	00 10/19/2021	001-2120-421.46-01	STREETCOP	EFT:	125.00-
09/2021	005227	00 10/19/2021	001-2120-421.52-20	WM SUPERCENTER #5307	EFT:	34.58
09/2021	005228	00 10/19/2021	001-2120-421.52-20	CHICK-FIL-A #04230	EFT:	253.78
09/2021	005229	00 10/19/2021	001-2120-421.52-20	AMZN MKTP US 259U59QS2	EFT:	12.69
09/2021	005231	00 10/19/2021	001-2120-421.46-01	COMBINED SYSTEMS INC	EFT:	440.00
09/2021	005233	00 10/19/2021	001-2120-421.52-20	AMZN MKTP US 2G5819S11	EFT:	66.99
09/2021	005234	00 10/19/2021	001-2120-421.52-20	AMAZON.COM 2G6PD8KE0 AMZN	EFT:	34.99
09/2021	005235	00 10/19/2021	001-2120-421.52-20	PAYPAL RADAR SHOP	EFT:	66.00
09/2021	005236	00 10/19/2021	001-2120-421.46-01	POLICE RECORDS MGMT	EFT:	299.00
09/2021	005238	00 10/19/2021	001-2120-421.46-01	JOHNNYS BBQ OLATHE	EFT:	295.22
09/2021	005240	00 10/19/2021	001-2120-421.43-05	AMZN MKTP US 2G27953P0	EFT:	9.68
09/2021	005242	00 10/19/2021	001-2120-421.53-02	AMZN MKTP US 2G50Q9WC2	EFT:	35.36
09/2021	005243	00 10/19/2021	001-2120-421.53-02	GALLS	EFT:	275.69
09/2021	005244	00 10/19/2021	001-2120-421.52-20	WM SUPERCENTER #5307	EFT:	18.83
09/2021	005247	00 10/19/2021	001-3116-431.52-20	AMZN MKTP US 2G6N995F2	EFT:	48.44
09/2021	005248	00 10/19/2021	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	7.99
09/2021	005249	00 10/19/2021	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	31.74
09/2021	005251	00 10/19/2021	001-3116-431.52-20	AUTOZONE #3781	EFT:	11.34
09/2021	005263	00 10/19/2021	001-3116-431.52-20	TRAILS WEST ACE HDWE	EFT:	23.99
09/2021	005266	00 10/19/2021	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	23.98
09/2021	005267	00 10/19/2021	001-3116-431.52-04	OREILLY AUTO PARTS 354	EFT:	5.60
09/2021	005255	00 10/19/2021	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT:	121.17
09/2021	005258	00 10/19/2021	001-3120-431.43-02	KC BOBCAT	EFT:	158.85
09/2021	005259	00 10/19/2021	001-3120-431.43-02	COLEMAN EQUIPMENT BONNER	EFT:	71.44
09/2021	005260	00 10/19/2021	001-3120-431.43-02	BIG O 16001 - GARDNER	EFT:	185.14
09/2021	005261	00 10/19/2021	001-3120-431.52-16	OREILLY AUTO PARTS 354	EFT:	56.97
09/2021	005262	00 10/19/2021	001-3120-431.52-16	OREILLY AUTO PARTS 354	EFT:	94.39
09/2021	005264	00 10/19/2021	001-3120-431.52-16	SMITTYS LAWN & GARDEN EQU	EFT:	64.80
09/2021	005265	00 10/19/2021	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	12.80
09/2021	005268	00 10/19/2021	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	35.72
09/2021	005275	00 10/19/2021	001-3120-431.46-01	MARRIOTT ST.LOUISGRAND	EFT:	874.96
09/2021	005276	00 10/19/2021	001-3120-431.53-02	AUTOMOTIVE WORKWEAR INC	EFT:	164.02
00/0001						

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FASTENAL COMPANY 01KSKA3

SHERWIN WILLIAMS 707568

E EDWARDS WORK WEAR (OLA

NGROS WSTRN STR#2 INC

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AS OF: 10/22/2021 PAYMENT DATE: 10/22/2021 PROGRAM: GM339L

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CITY OF GARDNER

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VEND NO	SEQ# VENDOR NAME		A CICOTATE	T mtak		EFT, EPAY OR
INVOICE	VOUCHER P.O.	BNK CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO 	NO NO	DATE	NO 	DESCRIPTION	AMOUNT	AMOUNT
0004830	00 SECURITY BAN	NKCARD CENTER				
09/2021	00 SECORITI BAI 005293	00 10/19/2021	001-3120-431.52-08	TRAILS WEST ACE HDWE	EFT:	3.84
09/2021	005245	00 10/19/2021	001-3120-431.52-00	AMAZON.COM 2592B9JV2 AMZN	EFT:	36.24
09/2021	005245	00 10/19/2021	001-3130-431.52-20	AMAZON.COM 2592690 VZ AMZN AMZN MKTP US 2G6N995F2	EFT:	6.90
09/2021	005257	00 10/19/2021	001-3130-431.52-20	BIG O 16001 - GARDNER	EFT:	818.96
09/2021	005431	00 10/19/2021	001-5130-451.52-04	STAPLES DIRECT	EFT:	117.02
09/2021	005442	00 10/19/2021	001-6105-461.46-02	AMAZON PRIME	EFT:	12.99-
09/2021	005415	00 10/19/2021	001-6110-461.54-51	AMAZON IKIME AMAZON.COM 251E05QX1 AMZN	EFT:	6.15
09/2021	005417	00 10/19/2021	001-6110-461.54-51	WAL-MART #5307	EFT:	27.30
09/2021	005418	00 10/19/2021	001-6110-461.54-51	WM SUPERCENTER #4475	EFT:	30.94
09/2021	005419	00 10/19/2021	001-6110-461.54-51	WAL-MART #0577	EFT:	70.96
09/2021	005421	00 10/19/2021	001-6110-461.54-51	WAL-MART #5307	EFT:	36.20
09/2021	005422	00 10/19/2021	001-6110-461.54-51		EFT:	18.21
09/2021	005423	00 10/19/2021	001-6110-461.54-51	AMZN MKTP US 2G3AX1Z30	EFT:	127.88
09/2021	005424	00 10/19/2021	001-6110-461.54-51	AMZN MKTP US 2C4KC3F12 AM	EFT:	34.97
09/2021	005425	00 10/19/2021	001-6110-461.54-51	THE HOME DEPOT 2201	EFT:	343.96
09/2021	005426	00 10/19/2021	001-6110-461.54-51	THE HOME DEPOT 2218	EFT:	221.78
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09/2021	005428	00 10/19/2021	001-6110-461.54-51	AMZN MKTP US 2C6EX2MC0	EFT:	59.97
09/2021	005429	00 10/19/2021	001-6110-461.54-51	AMZN MKTP US 2C6EX2MC0	EFT:	439.78
09/2021	005430	00 10/19/2021	001-6110-461.54-51	FACEBK SSCY36KPA2	EFT:	24.00
09/2021	005432	00 10/19/2021	001-6110-461.54-51	FACTORYOUTLETSTORE LLC	EFT:	474.90
09/2021	005436	00 10/19/2021	001-6110-461.54-51	WM SUPERCENTER #5307	EFT:	11.88
09/2021	005437	00 10/19/2021	001-6110-461.54-51	WAL-MART #5307	EFT:	9.63
09/2021	005438	00 10/19/2021	001-6110-461.54-51	PRICE CHOPPER #117	EFT:	99.80
09/2021	005439	00 10/19/2021	001-6110-461.54-51	BLAZERS	EFT:	8.68
09/2021	005440	00 10/19/2021	001-6110-461.54-51	BLAZERS	EFT:	100.74
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09/2021	005443	00 10/19/2021	001-6110-461.54-51	THE WEBSTAURANT STORE INC	EFT:	593.11
09/2021	005444	00 10/19/2021	001-6110-461.54-51	AMAZON.COM 2C9SH2LP0 AMZN	EFT:	240.45
09/2021	005445	00 10/19/2021	001-6110-461.47-53	WAL-MART #5307	EFT:	13.98
09/2021	005446	00 10/19/2021	001-6110-461.52-15	AMAZON.COM 2C7243N12	EFT:	20.00
09/2021	005447	00 10/19/2021	001-6110-461.54-51	PRICE CHOPPER #117	EFT:	220.51
09/2021	005473	00 10/19/2021	001-6110-461.54-51	TRAILS WEST ACE HDWE	EFT:	15.84
09/2021	005475	00 10/19/2021	001-6110-461.54-51	ORSCHELN FARM AND HOME ST	EFT:	123.86
09/2021	005477	00 10/19/2021	001-6110-461.54-51	ORSCHELN FARM AND HOME ST	EFT:	1,300.00
09/2021	005478	00 10/19/2021	001-6110-461.54-51	ORSCHELN FARM AND HOME ST	EFT:	549.98
09/2021	005479	00 10/19/2021	001-6110-461.54-51	TRAILS WEST ACE HDWE	EFT:	10.47
09/2021	005269	00 10/19/2021	001-6120-461.43-05	OREILLY AUTO PARTS 354	EFT:	66.92
09/2021	005433	00 10/19/2021	001-6120-461.44-02	PURE WATER DELIVERY	EFT:	92.03
09/2021	005435	00 10/19/2021	001-6120-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	113.13
09/2021	005451	00 10/19/2021	001-6120-461.52-01	SHERWIN WILLIAMS 707568	EFT:	72.02
09/2021	005452	00 10/19/2021	001-6120-461.43-02	OLATHE ARMATURE LLC	EFT:	95.00
09/2021	005453	00 10/19/2021	001-6120-461.43-02	NORRIS EQUIPMENT CO LLC	EFT:	19.00
09/2021	005454	00 10/19/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	19.98
09/2021	005455	00 10/19/2021	001-6120-461.43-02	AUTOZONE #3781	EFT:	20.09
09/2021	005456	00 10/19/2021	001-6120-461.53-02	ORSCHELN FARM AND HOME ST	EFT:	64.95
09/2021	005457	00 10/19/2021	001-6120-461.43-02	OREILLY AUTO PARTS 354	EFT:	95.97
09/2021	005458	00 10/19/2021	001-6120-461 42-02	NORRIS FOULDMENT CO LLC	ਸ਼ਸਾ•	89 61

KC BOBCAT

NORRIS EQUIPMENT CO LLC

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CITY OF GARDNER

VEND NO	SEQ# VENDOR NAME					EFT, EPAY OR
INVOICE	VOUCHER P.O.	BNK CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO	NO NO	DATE	NO	DESCRIPTION	AMOUNT	AMOUNT

INVOICE NO	VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	HAND-ISSUED AMOUNT
0004830	00 SECURITY BA	NKCARD CENTER				
09/2021	005460	00 10/19/2021	001-6120-461.52-01	CES 491	EFT:	90.00
09/2021	005463	00 10/19/2021	001-6120-461.43-02	OREILLY AUTO PARTS 354	EFT:	9.90
09/2021	005464	00 10/19/2021	001-6120-461.43-02	BIG O 16001 - GARDNER	EFT:	20.00
09/2021	005465	00 10/19/2021	001-6120-461.52-01	SHERWIN WILLIAMS 707568	EFT:	23.69
09/2021	005466	00 10/19/2021	001-6120-461.52-01	SHERWIN WILLIAMS 707568	EFT:	56.23
09/2021	005467	00 10/19/2021	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	169.63
09/2021	005468	00 10/19/2021	001-6120-461.52-01	LOWES #00721	EFT:	13.44
09/2021	005469	00 10/19/2021	001-6120-461.52-01	CONSTRUCTION MATERIALS	EFT:	2.99
09/2021	005470	00 10/19/2021	001-6120-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	29.97
09/2021	005471	00 10/19/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	40.98
09/2021	005472	00 10/19/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	28.99
09/2021	005474	00 10/19/2021	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	5.94
09/2021	005476	00 10/19/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	43.99
09/2021	005416	00 10/19/2021	001-6130-461.52-20	WAL-MART #5307	EFT:	78.94
09/2021	005420	00 10/19/2021	001-6130-461.52-20	WAL-MART #5307	EFT:	21.50
09/2021	005434	00 10/19/2021	001-6130-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	53.83
09/2021	005461	00 10/19/2021	001-6130-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	125.94
09/2021	005462	00 10/19/2021	001-6130-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	221.98
09/2021	005480	00 10/19/2021	001-7110-471.46-01	PAYPAL NE PLANZONE	EFT:	190.00
09/2021	005481	00 10/19/2021	001-7110-471.46-01	COUNTRY INN AND SUITES	EFT:	288.00
09/2021	005254	00 10/19/2021	001-7120-471.52-04	OREILLY AUTO PARTS 354	EFT:	18.00-
09/2021	005256	00 10/19/2021	001-7120-471.52-04	OREILLY AUTO PARTS 354	EFT:	152.39
09/2021	005306	00 10/19/2021	501-4110-441.52-20	ZOOM.US 888-799-9666	EFT:	16.40
09/2021	005314	00 10/19/2021	501-4110-441.46-01	CAPITAL PLAZA	EFT:	330.63
09/2021	005330	00 10/19/2021	501-4110-441.47-02	THE UPS STORE 5784	EFT:	25.58
09/2021	005343	00 10/19/2021	501-4110-441.46-02	AMERICAN PUBLIC POWER AS	EFT:	1,200.00
09/2021	005309	00 10/19/2021	501-4120-441.31-15	THE UPS STORE 5784	EFT:	14.41
09/2021	005310	00 10/19/2021	501-4120-441.52-12	RADWELL INTERNATIONAL	EFT:	1,011.38
09/2021	005311	00 10/19/2021	501-4120-441.52-13	MSC	EFT:	136.78
09/2021	005312	00 10/19/2021	501-4120-441.52-02	TRAILS WEST ACE HDWE	EFT:	36.12
09/2021	005313	00 10/19/2021	501-4120-441.52-20	WAL-MART #5307	EFT:	9.72
09/2021	005317	00 10/19/2021	501-4130-441.52-02	ACMETOOLS.COM	EFT:	500.21
09/2021	005319	00 10/19/2021	501-4130-441.53-02	NGROS WSTRN STR#2 INC	EFT:	383.55
09/2021	005322	00 10/19/2021	501-4130-441.53-02	GRAINGER	EFT:	478.60
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09/2021	005326	00 10/19/2021	501-4130-441.53-02	NGROS WSTRN STR#2 INC	EFT:	219.19
09/2021	005328	00 10/19/2021	501-4130-441.53-02	DESIGN 4 SPORTS	EFT:	34.00
09/2021	005332	00 10/19/2021	501-4130-441.52-12	THE HOME DEPOT #2218	EFT:	28.22
09/2021	005333	00 10/19/2021	501-4130-441.52-02	CARTER WATERS	EFT:	92.61
09/2021	005334	00 10/19/2021	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	46.77
09/2021	005335	00 10/19/2021	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	4.16
09/2021	005336	00 10/19/2021	501-4130-441.52-09	OLATHE FORD RV CENTER PA	EFT:	28.30
09/2021	005337	00 10/19/2021	501-4130-441.52-04	HARBOR FREIGHT TOOLS 619	EFT:	16.41
09/2021	005338	00 10/19/2021	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	22.69
09/2021	005339	00 10/19/2021	501-4130-441.52-04	TRACTOR-SUPPLY-CO #0348	EFT:	9.84
09/2021	005340	00 10/19/2021	501-4130-441.52-12	THE HOME DEPOT #2218	EFT:	54.70
09/2021	005341	00 10/19/2021	501-4130-441.52-20	WAL-MART #5307	EFT:	3.81
09/2021	005342	00 10/19/2021	501-4130-441.46-01	KANSAS TURNPIKE AUTHORIT	EFT:	7.80
09/2021	005344	00 10/19/2021	501-4130-441.46-01	FAIRFIELD INN & SUITES	EFT:	221.84

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CITY OF GARDNER

VEND NO INVOICE NO	SEQ# VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OF HAND-ISSUED AMOUNT

TNAOTCE	VOUCHER P.O.	BNK CHECK/DUE	ACCOUNT	T.I.EW	CHECK	HAND-ISSUED
NO	NO NO	DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0004830	00 SECURITY BAI	NIVCADD CENTED				
09/2021	00 SECURITY BAI 005345	NKCARD CENTER 00 10/19/2021	501-4130-441.46-01	FAIRFIELD INN & SUITES	EFT:	221.84
09/2021	005345	00 10/19/2021	501-4130-441.46-01	FAIRFIELD INN & SUITES FAIRFIELD INN & SUITES		221.84
		•			EFT:	
09/2021	005347	00 10/19/2021	501-4130-441.46-01	FAIRFIELD INN & SUITES	EFT:	221.84
09/2021	005272	00 10/19/2021	521-4220-442.52-04	BRETS AUTOWORKS 0000522	EFT:	270.90
09/2021	005274	00 10/19/2021	521-4220-442.52-04	OREILLY AUTO PARTS 354	EFT:	16.97
09/2021	005329	00 10/19/2021	521-4220-442.53-02	NGROS WSTRN STR#2 INC	EFT:	211.48
09/2021	005348	00 10/19/2021	521-4220-442.52-12	OREILLY AUTO PARTS 354	EFT:	5.72
09/2021	005349	00 10/19/2021	521-4220-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	67.96
09/2021	005350	00 10/19/2021	521-4220-442.52-20	OREILLY AUTO PARTS 354	EFT:	9.98
09/2021	005351	00 10/19/2021	521-4220-442.52-20	TRAILS WEST ACE HDWE	EFT:	38.97
09/2021	005352	00 10/19/2021	521-4220-442.52-02	ORSCHELN FARM AND HOME ST	EFT:	17.59
09/2021	005353	00 10/19/2021	521-4220-442.52-01	BLUE VALLEY TRACTOR & SUP	EFT:	89.36
09/2021	005354	00 10/19/2021	521-4220-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	39.80
09/2021	005355	00 10/19/2021	521-4220-442.52-20	WM SUPERCENTER #5307	EFT:	35.89
09/2021	005356	00 10/19/2021	521-4220-442.52-20	PRICE CHOPPER #117	EFT:	18.46
09/2021	005357	00 10/19/2021	521-4220-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	199.99
09/2021	005358	00 10/19/2021	521-4220-442.52-20	QUEENS PRICE CHOPPER #7	EFT:	31.93
09/2021	005359	00 10/19/2021	521-4220-442.52-01	TRI STAR SEED CO INC	EFT:	513.78
09/2021	005360	00 10/19/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	46.82
09/2021	005361	00 10/19/2021	521-4220-442.52-01	ORSCHELN FARM AND HOME ST	EFT:	39.99
09/2021	005362	00 10/19/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	46.82
09/2021	005363	00 10/19/2021	521-4220-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	59.96
09/2021	005364	00 10/19/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	88.64
09/2021	005365	00 10/19/2021	521-4220-442.52-12	FASTENAL COMPANY 01KSKA3	EFT:	19.83
09/2021	005366	00 10/19/2021	521-4220-442.52-02	OREILLY AUTO PARTS 354	EFT:	34.99
09/2021	005367	00 10/19/2021	521-4220-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	8.00-
09/2021	005368	00 10/19/2021	521-4220-442.52-20	THE HOME DEPOT 2218	EFT:	315.82
09/2021	005369	00 10/19/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	40.88
09/2021	005370	00 10/19/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	35.93
09/2021	005252	00 10/19/2021	521-4230-442.43-05	AUTOZONE #3781	EFT:	350.15
09/2021	005253	00 10/19/2021	521-4230-442.43-05	AUTOZONE #3781	EFT:	90.00-
09/2021	005270	00 10/19/2021	521-4230-442.43-02	TRAILS WEST ACE HDWE	EFT:	2.95
09/2021	005271	00 10/19/2021	521-4230-442.43-02		EFT:	12.00
09/2021	005305	00 10/19/2021	521-4230-442.52-20	STAPLS7338439019000001	EFT:	25.99
09/2021	005307	00 10/19/2021	521-4230-442.52-20	STAPLS7339669712000001	EFT:	35.57
09/2021	005308	00 10/19/2021	521-4230-442.52-20	STAPLS7340004984000001	EFT:	30.64
09/2021	005315	00 10/19/2021	521-4230-442.53-02	CORPORATE CASUALS - 2	EFT:	58.47
09/2021	005318	00 10/19/2021	521-4230-442.53-02	NGROS WSTRN STR#2 INC	EFT:	79.98
09/2021	005320	00 10/19/2021	521-4230-442.53-02	DESIGN 4 SPORTS	EFT:	76.50
09/2021	005324	00 10/19/2021	521-4230-442.53-02	NGROS WSTRN STR#2 INC	EFT:	287.88
09/2021	005327	00 10/19/2021	521-4230-442.53-02	DESIGN 4 SPORTS	EFT:	17.00
09/2021	005371	00 10/19/2021	521-4230-442.52-04	ORSCHELN FARM AND HOME ST	EFT:	224.94
09/2021	005372	00 10/19/2021	521-4230-442.52-04	TRAILS WEST ACE HDWE	EFT:	63.75
09/2021	005373	00 10/19/2021	521-4230-442.52-04	TRAILS WEST ACE HDWE	EFT:	220.98
09/2021	005374	00 10/19/2021	521-4230-442.52-12	TRAILS WEST ACE HDWE	EFT:	6.95
09/2021	005375	00 10/19/2021	521-4230-442.52-02	TRAILS WEST ACE HDWE	EFT:	19.18
09/2021	005376	00 10/19/2021	521-4230-442.52-20	MID-STATES RENTAL (GARDNE	EFT:	91.96-
09/2021	005377	00 10/19/2021	521-4230-442.52-20	MID-STATES RENTAL (GARDNE	EFT:	42.00
09/2021	005379	00 10/19/2021	521-4230-442.52-20	MID-STATES RENTAL (GARDNE	EFT:	91.96

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CITY OF GARDNER

09/2021

09/2021

005207

005208

VEND NO INVOICE NO	SEQ# VENDOR NAMI VOUCHER P.O. NO NO	E BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004000						
0004830		ANKCARD CENTER	F01 4020 440 40 02		nam.	20 (5
09/2021	005380	00 10/19/2021	521-4230-442.40-03	INTEGRITY CSI	EFT:	20.65
09/2021	005381	00 10/19/2021	521-4230-442.52-12	WM SUPERCENTER #5307	EFT:	14.52
09/2021	005383	00 10/19/2021	521-4230-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	22.47
09/2021	005384	00 10/19/2021	521-4230-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	23.24
09/2021	005385	00 10/19/2021	521-4230-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	27.46
09/2021	005386	00 10/19/2021	521-4230-442.52-12	HARBOR FREIGHT TOOLS 619	EFT:	77.94
09/2021	005387	00 10/19/2021	521-4230-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	151.96
09/2021	005388	00 10/19/2021	521-4230-442.46-01	JCCC CONTEDUCATION	EFT:	150.00
09/2021	005389	00 10/19/2021	521-4230-442.46-01	JCCC CONTEDUCATION	EFT:	150.00
09/2021	005390	00 10/19/2021	521-4230-442.46-01	JCCC CONTEDUCATION	EFT:	150.00
09/2021	005394	00 10/19/2021	521-4230-442.46-01	JCCC CONTEDUCATION	EFT:	150.00-
09/2021	005395	00 10/19/2021	521-4230-442.46-01	JCCC CONTEDUCATION	EFT:	150.00-
09/2021	005396	00 10/19/2021	521-4230-442.46-01	JCCC CONTEDUCATION	EFT:	150.00-
09/2021	005273	00 10/19/2021	531-4320-443.52-04	OREILLY AUTO PARTS 354	EFT:	12.80
09/2021	005331	00 10/19/2021	531-4320-443.46-02	KDHE BUREAU OF AIR	EFT:	60.00
09/2021	005397	00 10/19/2021	531-4320-443.52-02	AMZN MKTP US 258QD6HP0	EFT:	10.99
09/2021	005398	00 10/19/2021	531-4320-443.52-12	OREILLY AUTO PARTS 354	EFT:	55.13
09/2021	005399	00 10/19/2021	531-4320-443.52-12	ORSCHELN FARM AND HOME ST	EFT:	36.96
09/2021	005400	00 10/19/2021	531-4320-443.52-12	TRAILS WEST ACE HDWE	EFT:	7.99
09/2021	005401	00 10/19/2021	531-4320-443.52-12	OREILLY AUTO PARTS 354	EFT:	114.27
09/2021	005402	00 10/19/2021	531-4320-443.46-01	CAPITAL PLAZA	EFT:	330.63
09/2021	005403	00 10/19/2021	531-4320-443.46-01	CAPITAL PLAZA	EFT:	330.63
09/2021	005404	00 10/19/2021	531-4320-443.52-02	TRAILS WEST ACE HDWE	EFT:	63.97
09/2021	005405	00 10/19/2021	531-4320-443.52-02	ORSCHELN FARM AND HOME ST	EFT:	94.99
09/2021	005406	00 10/19/2021	531-4320-443.52-20	FASTENAL COMPANY 01KSKA3	EFT:	136.66
09/2021	005407	00 10/19/2021	531-4320-443.52-12	NORTHERN TOOL EQUIP	EFT:	309.99
09/2021	005408	00 10/19/2021	531-4320-443.52-20	WAL-MART #5307	EFT:	41.51
09/2021	005409	00 10/19/2021	531-4320-443.52-12	TRAILS WEST ACE HDWE	EFT:	6.19
09/2021	005304	00 10/19/2021	531-4330-443.52-20	STAPLS7338331697000001	EFT:	76.62
09/2021	005304	00 10/19/2021	531-4330-443.53-02		EFT:	58.48
09/2021	005310	00 10/19/2021	531-4330-443.52-02	DESIGN 4 SPORTS	EFT:	76.50
09/2021	005321	00 10/19/2021	531-4330-443.53-02	NGROS WSTRN STR#2 INC		287.88
					EFT:	
09/2021	005378	00 10/19/2021	531-4330-443.52-20	MID-STATES RENTAL (GARDNE	EFT:	42.00
09/2021	005382	00 10/19/2021	531-4330-443.52-02	ORSCHELN FARM AND HOME ST	EFT:	42.99
09/2021	005391	00 10/19/2021	531-4330-443.53-02	FASTENAL COMPANY 01KSKA3	EFT:	45.16
09/2021	005392	00 10/19/2021	531-4330-443.52-04	OREILLY AUTO PARTS 354	EFT:	18.98
09/2021	005393	00 10/19/2021	531-4330-443.43-02	THE UPS STORE 5784	EFT:	81.26
09/2021	005410	00 10/19/2021	551-4520-445.43-04	TRAILS WEST ACE HDWE	EFT:	7.84
09/2021	005411	00 10/19/2021	551-4520-445.52-04	OREILLY AUTO PARTS 354	EFT:	42.46
09/2021	005412	00 10/19/2021	551-4520-445.52-04	ORSCHELN FARM AND HOME ST	EFT:	54.98
09/2021	005413	00 10/19/2021	551-4520-445.52-04	ORSCHELN FARM AND HOME ST	EFT:	15.00-
09/2021	005414	00 10/19/2021	551-4520-445.52-20	TRAILS WEST ACE HDWE	EFT:	13.98
09/2021	005191	00 10/19/2021	601-1230-412.46-01	WM SUPERCENTER #5307	EFT:	325.49
09/2021	005201	00 10/19/2021	601-1230-412.31-15	AMZN MKTP US 2C5O59QK1	EFT:	289.99
09/2021	005448	00 10/19/2021	601-1230-412.52-20	WM SUPERCENTER #5307	EFT:	20.00
09/2021	005449	00 10/19/2021	601-1230-412.46-01	WM SUPERCENTER #5307	EFT:	125.04
09/2021	005450	00 10/19/2021	601-1230-412.46-01	SQ PLANET SUB GARD	EFT:	1,575.27
09/2021	005207	00 10/19/2021	602-1240-412 47-05	AMAZON WED CEDUTCEC	<b></b>	1 00

602-1340-413.47-05 AMAZON WEB SERVICES

AMZN MKTP US 2G8J16LN2

602-1340-413.52-20

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0002903

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STRICK & CO, INC

VEND NO INVOICE NO	SEQ# VENDOR NAM VOUCHER P.O. NO NO	BNK CHECK/DUE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830		BANKCARD CENTER				
09/2021	005209	00 10/19/2021	602-1340-413.52-20	TRAILS WEST ACE HDWE	EFT:	26.27
09/2021	005210	00 10/19/2021	602-1340-413.52-20	AMZN MKTP US 2C69T7LM2	EFT:	57.76
09/2021	005211	00 10/19/2021	602-1340-413.52-20	MICRO CENTER #191 RETAIL	EFT:	155.95
09/2021	005294	00 10/19/2021	603-3150-431.52-01	EWING IRRIGATION PRD 48	EFT:	7.43
09/2021	005295	00 10/19/2021	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	43.94
09/2021	005296	00 10/19/2021	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	3.37
09/2021	005297	00 10/19/2021	603-3150-431.52-01	THE UPS STORE 5784	EFT:	51.99
09/2021	005298	00 10/19/2021	603-3150-431.52-01	GRAINGER	EFT:	85.48
09/2021	005299	00 10/19/2021	603-3150-431.52-02	ORSCHELN FARM AND HOME ST	EFT:	14.99
09/2021	005300	00 10/19/2021	603-3150-431.52-01	NORTHERN TOOL EQUIP	EFT:	58.96
09/2021	005301	00 10/19/2021	603-3150-431.52-02	TRAILS WEST ACE HOWE	EFT:	27.99
09/2021	005302	00 10/19/2021	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	2.59
09/2021	005303	00 10/19/2021	603-3150-431.42-01	PRICE CHOPPER #117	EFT:	43.04
09/2021	005202	00 10/19/2021	604-1320-413.52-05	AMAZON.COM 2G2BG23V0	EFT:	98.91
09/2021	005203	00 10/19/2021	604-1320-413.52-20	STAPLS733908672000001	EFT:	113.35
09/2021	005204	00 10/19/2021	604-1320-413.52-20	STAPLS7339086720001001	EFT:	16.15-
09/2021	005205	00 10/19/2021	604-1320-413.52-20	DAY-TIMER US	EFT:	19.90
09/2021	005206	00 10/19/2021	604-1320-413.52-20	STAPLS7340376697000001	EFT:	30.78
09/2021	005250	00 10/19/2021	604-1320-413.52-04	BIG O 16001 - GARDNER	EFT:	45.50
				VENDOR TOTAL *	.00	33,707.45
0000163		JOHNSON COUNTY E.I				00 500 00
QTR 4 INVE	STMENPI0573 0077	781 00 10/06/2021	105-1120-411.31-15	2021 4TH QTR INVESTMENT	EFT:	22,500.00
0001709	00 SPRINT			VENDOR TOTAL *	.00	22,500.00
403233312-		00 10/22/2021	001-1120-411.40-03	MONTHLY BILLING	EFT:	115.44
403233312-	238 005516	00 10/22/2021	001-1140-411.40-03	MONTHLY BILLING	EFT:	38.48
403233312-	238 005516	00 10/22/2021	001-1305-413.40-03	MONTHLY BILLING	EFT:	48.48
403233312-	238 005516	00 10/22/2021	001-3110-431.40-03	MONTHLY BILLING	EFT:	58.25
403233312-	238 005516	00 10/22/2021	001-3116-431.40-03	MONTHLY BILLING	EFT:	27.01
403233312-	238 005516	00 10/22/2021	001-3120-431.40-03	MONTHLY BILLING	EFT:	203.69
403233312-	238 005516	00 10/22/2021	001-3130-431.40-03	MONTHLY BILLING	EFT:	38.48
403233312-		00 10/22/2021	001-6105-461.40-03	MONTHLY BILLING	EFT:	163.92
403233312-		00 10/22/2021	001-6120-461.40-03	MONTHLY BILLING	EFT:	303.24
403233312-		00 10/22/2021	001-7120-471.40-03	MONTHLY BILLING	EFT:	110.98
403233312-		00 10/22/2021	501-4110-441.40-03	MONTHLY BILLING	EFT:	125.44
403233312-		00 10/22/2021	501-4120-441.40-03	MONTHLY BILLING	EFT:	170.76
403233312-		00 10/22/2021	501-4130-441.40-03	MONTHLY BILLING	EFT:	190.79
403233312-		00 10/22/2021	521-4220-442.40-03	MONTHLY BILLING	EFT:	113.97
403233312-		00 10/22/2021	521-4220-442.40-03	MONTHLY BILLING	EFT:	10.00
403233312-		00 10/22/2021	521-4230-442.40-03	MONTHLY BILLING	EFT:	37.01
403233312-		00 10/22/2021	531-4320-443.40-03	MONTHLY BILLING	EFT:	120.98
403233312-		00 10/22/2021	531-4330-443.40-03	MONTHLY BILLING	EFT:	163.92
403233312-		00 10/22/2021	601-1230-412.40-03	MONTHLY BILLING	EFT:	38.48
403233312-		00 10/22/2021	602-1340-413.40-03	MONTHLY BILLING	EFT:	858.16
403233312-		00 10/22/2021	603-3150-431.40-03	MONTHLY BILLING	EFT:	38.48
403233312-	238 005516	00 10/22/2021	604-1320-413.40-03	MONTHLY BILLING	EFT:	170.79
0002903	00 STRICK & C	CO TNC		VENDOR TOTAL *	.00	3,146.75

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CITY	OF (	GARDNER	

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002903	00	STRICK & CO,						
45193 45192		005504 005502	00 10/22/2021 00 10/22/2021	001-6120-461.31-15 130-3130-431.62-04	FIELD ENGINEERING 188TH ROW RELEASE		EFT:	422.50 1,330.00
					VENDOR TOTAL	*	.00	1,752.50
0004785 3009013	00	SUMNERONE, I 005503	NC 00 10/22/2021	602-1340-413.43-02	MONTHLY BILLING		EFT:	51.14
000055	0.0				VENDOR TOTAL	*	.00	51.14
0002055 22274	00	TG TECHNICAL 005507	SERVICES 00 10/22/2021	531-4330-443.52-04	SERVICE WORK		EFT:	180.00
0001106	0.0				VENDOR TOTAL	*	.00	180.00
0001126 209784	00	005503	REENING SOLUTIONS 00 10/22/2021	601-1230-412.31-15	BACKGROUND CHECK		EFT:	82.25
0000266	0.0				VENDOR TOTAL	*	.00	82.25
0000366 10162021	00	WARDROBE CLE 005503	00 10/22/2021	001-2120-421.42-02	DRY CLEANING		483.00	
000001	0.0	1.1771 D 3 3 11 1			VENDOR TOTAL	*	483.00	
0003221 74847424	00	WEX BANK 005516	00 10/22/2021	501-4120-441.52-09	FUEL		EFT:	320.90
74847424		005516	00 10/22/2021	501-4130-441.52-09	FUEL		EFT:	1,879.03
74847424		005516	00 10/22/2021	521-4220-442.52-09	FUEL		EFT:	303.00
74847424		005516	00 10/22/2021	521-4230-442.52-09	FUEL		EFT:	1,110.37
74847424		005516	00 10/22/2021	531-4320-443.52-09	FUEL		EFT:	829.93
74847424		005516	00 10/22/2021	531-4330-443.52-09	FUEL		EFT:	480.87
					VENDOR TOTAL		.00	4,924.10
					HAND ISSUED TOTAL			66,721.35
					EFT/EPAY TOTAL	***		184,725.42
					TOTAL EXPENDITURES	***	5,728.97	251,446.77

GRAND TOTAL \*\*\*\*\*\*\*\*\*\*\*\*\*

### **COUNCIL ACTION FORM**

### CONSENT AGENDA ITEM No. 3

MEETING DATE: NOVEMBER 1, 2021
STAFF CONTACT: STEVE SHUTE, MAYOR

**Agenda Item:** Consider an appointment to the Citizens Police Advisory Committee

Strategic Priority: Quality of Life

Infrastructure and Asset Management

**Department:** Administration

### Recommendation:

Consider appointing Steve Gallardo to the Citizens Police Advisory Committee with a term expiring November 2023.

### **Background/Description of Item:**

The Citizens Police Advisory Committee currently has a vacated term set to expire in November 2023.

The interview team recommends the appointment of Steve Gallardo to the Citizens Police Advisory Committee with a term expiring November 2023.

### **Suggested Motion:**

Appoint Steve Gallardo to the Citizens Police Advisory Committee with a term expiring November 2023.

### COUNCIL ACTION FORM CONSENT AGENDA ITEM No. 4

MEETING DATE: NOVEMBER 1, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

**Agenda Item:** Consider authorizing the execution of a contract for the Prairie Trace West

Sewer Interceptor Project

Strategic Priority: Fiscal Stewardship

Infrastructure and Asset Management

**Department:** Utilities – Wastewater Division

#### Staff Recommendation:

Staff recommends authorizing the City Administrator to execute a contract with Walters Excavating, LLC for the Prairie Trace West Sewer Interceptor Project.

### **Background/Description of Item:**

The Prairie Trace West Sewer Interceptor project is part of the development agreement between the City of Gardner and the Grata developers. As part of the development agreement, the city is responsible for providing sanitary sewer to the development, including the main interceptors within the development. The west sewer interceptor is the main sanitary sewer line that will collect wastewater from the Treadway Apartments development. The commercial sites north of this interceptor will be installed at a future date when those properties are platted. This interceptor sewer is sized appropriately to collect flows of the apartment complex and commercial properties to the north towards 175<sup>th</sup> Street. This interceptor will connect into the Prairie Trace West Lift Station to be pumped via force main west of I-35 into the existing wastewater system.

The Invitation for Bids was advertised on the city's website, Drexel website, and published in *The Legal Record*. A total of four (4) companies responded.

Vendor	Total Cost
Pro Design Contractors, LLC	\$265,749.00
Amino Brothers	\$214,552.55
Linaweaver Construction Inc.	\$205,502.20
Walters Excavating, LLC	\$154,755.00
Engineer's Estimate	\$194,158.00

Staff reviewed the bid package presented by Walters Excavating and they meet all of the requirements set out in the Invitation to Bid. Walters Excavating is qualified to implement the project and meet the timelines required to perform this project.

### **Financial Impact:**

The Prairie Trace sewer improvements will be financed with general obligation bonds and debt service payments will come from the Wastewater Fund.

### **Attachments included:**

- a. Walters Excavating bid package
- b. Proposed sanitary sewer plan

### **Suggested Motion:**

Authorize the City Administrator to execute a contract with Walters Excavating, LLC for the Prairie Trace West Sewer Interceptor Project, in an amount not to exceed \$154,755.00.



### **BID FORM**

### PROJECT # ED2001

### PRAIRIE TRACE WEST SEWER INTERCEPTOR

All Bid Pricing is to be in accordance with all General Conditions, Special Conditions, and Minimum Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSIO	ON
1	6" PVC SDR -26	83	LF	60.00	4980.00	
2	8" PVC SDR-26	711	LF	65.00	46215.00	
3	10" PVC SDR-26	634	LF	75.00	47550.00	
4	10"X6" TEES	4	EA	400.00	1600.00	
5	8"X6" TEE	4	EA	100.00	400.00	
6	STD. 4' DIA. MANHOLE	6	EA	4300.00	25800.00	
7	EXTRA DEPTH IN MANHOLE	55.1	VF	100.00	5510.00	
8	INSTALL AND MAINTAIN EROSION CONTROL	1	LS	9200.00	9200.00	
9	CONSTRUCTION STAKING	1	LS	3500.00	3500.00	
10	MOBILIZATION	1	LS	0	0	
11	OWNER FORCE ACCOUNT	1	LS	\$10,000.00		\$10,000.00
12						
13						
14						
				TOTAL	154755.00	

**TIME FOR COMPLETION** Substantial completion shall be achieved **90** days from Notice of Award. Final completion shall be achieved **21** days hereafter.

Authorized Signature:	Date:	10-8-2021
Name and Title: Dustin Walters, VP	_	
Subscribed and sworn to before me this8 day of	October	,20 <u>1</u> by <u>Sharon A Gu</u> enther
(Signature of Notary Public)	(seal, if any)	SHARON A. GUENTHER  Notary Public - State of Kansas  My Appt. Expires 05/13-24
My commission expires:05/13/2024_		My Appt. Expires



### **PROPOSER'S AFFIDAVIT**

### PROJECT # ED2001

### PRAIRIE TRACE WEST SEWER INTERCEPTOR

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

Please type or print:
Legal Name of Person, Firm or Corporation:Walters Excavating LLC
Address: 24060 K68 Hwy
City/State/Zip: Paola, KS 66071
Contact Person:Dustin Walters
Phone:913-530-6811Email:waltersexcavating@gmail.com
Federal ID #:201166942
Type of Organization: □ Individual □ Small Business □ Non-profit □ Joint Venture
Attach copies of all such licenses, permits or certificates issued to the business entity.
A. He/she is an officer of the organization.  B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.  C. The Proposer complies with all of the requirements of the Bid.  D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.  E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each):  Addendum No.:  Dated:  Addendum No.:  Dated:  Addendum No.:  Dated:  Addendum No.:  Dated:  Addendum No.:  Title)
Subscribed and sworn to before me this _8 day of _October, 2021 by _Sharon A Guenther, Signature of Notary Public)  My commission expires: _05/13/2024
SHARON A. GUENTHER  Notary Public - State of Kansas

My Appt. Expires 25/3-24

### ADDENDUM NO. 1

### Prairie Trace West Interceptor

DATE: OCTOBER 4, 2021

### THIS ADDENDUM ADDRESSES THE FOLLOWING:

### 1. QUESTIONS / CLARIFICATIONS:

- Q. The detail in the drawing shows CA-5 Backfill on street crossings. I was curious if this was a requirement or is the compacted backfill of onsite materials deemed acceptable. Also, (for clarification) are the paved areas of the apartment complex (private) considered street crossings or just the future 178th Street.
- A. City detail 60-3 shall be used under future 178th street to 4' back of curb. All other backfill shall be compacted to 95% of optimum moisture content, per General Note G on the cover sheet. Compaction testing shall be provided by the contractor per general note Q.

### **END OF ADDENDUM NO. 1**

### **ACKNOWLEDGEMENT BY BIDDER**

Each Bidder shall acknowledge receipt of Addendum No. 1 in the space provided below:

Contractor Signature

Date

Contractor Company Name: Walters Excavating LIC



### **BID BOND**

### PROJECT # ED2001

### PRAIRIE TRACE WEST SEWER INTERCEPTOR

KNOW ALL MEN BY THESE PRESENTS, that _	Walters Excavating, LLC as
Principal, hereinafter called the Principal, and	
corporation duly organized under the laws of the scalled the Surety are held and firmly bound	State of <u>lowa</u> as Surety, hereinafter unto the City of Gardner Kansas, as Obligee,
hereinafter called the Obligee, in the sum ofF	ifteen Thousand or Five percent of bid Dollars
$(\frac{15,000 \text{ or } 5\%}{15,000 \text{ or } 5\%})$ , for the payment of which	sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, expointly and severally, firmly by these presents.	xecutors, administrators, successors and assigns,
jointly and severally, littily by these presents.	
WHEREAS, the Principal has submitted a b	oid for the following project:
PROJECT: PRAIRIE TRACE WEST SEV	VER INTERCEPTOR
NOW THEREFORE, if the Obligee shall accept the into a Contract with the Obligee in accordance we bonds as may be specified in the bidding or Contract the faithful performance of such Contract and furnished in the prosecution thereof, or in the electric Contract and give such bond or bonds, if the Printexceed the penalty hereof between the amount which the Obligee may in good faith contract with said bid, then this/her obligation shall be null and solve Signed and sealed this/her also be shall be not contract.	with the terms of such bid, and give such bond or ract Documents with good and sufficient surety for for the prompt payment of labor and material vent of the failure of the Principal to enter such cipal shall pay to the Obligee the difference not to specified in said bid and such larger amount for the another party to perform the Work covered by
	waiters Excavating, LLC
[SEAL]	[Contractor/Principal]
	Dustin Walters, VP
<del></del>	Dustin Walters, VP [Title]
ATTEST:	
,	
[Secretary]	
	Merchants National Bonding, Inc.
110NA	
S ORPORT OF	[Surety Company]

Ronda A. Kanicki

Ву:

Daniel B. McCarville

[Attorney-in-fact]



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Daniel B McCarville; Darin Johnson; Maria Dressman; Megan Rae Long; Melvin L Kueser; Tyler Wigger

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of September , 2021



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 13th day of September 2021 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



### **POLLY MASON**

Commission Number 750576 My Commission Expires January 07, 2023

(Expiration of notary's commission does not invalidate this instrument)

Polly mason

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of 0

TONA ON ON ORPORA OF THE SECRETARY

Secretary

Secretary



### BIDDER'S QUALIFICATION STATEMENT

### PROJECT # ED2001

### PRAIRIE TRACE WEST SEWER INTERCEPTOR

lame: _	Wa	lters	Excavat	ing LLC		
ddress	2/			Paola,		
hone/F	Fax/Email:91	3-294-	-2744/91	3-273-1	544/	waltersexcavating@gma:
ears in	business33					
		d equip	ment availa	able for this	s proje	ct. Attach as separate submitta
neces:	sary. :tachment					
see at	.cacrimeric					
		rojects v	within the la	ast four (4)	years	. Attach as separate submittal,
	ry.					. Attach as separate submittal, Date of Project: <sub>11/20–202</sub> :
ecessa	ry. Name of Clie	nt: _ <sub>Gra</sub>	ata Develo	opment LIA	7	
ecessa	Name of Clie  Contact Pers	nt: <sub>_ Gra</sub>	ata Develo cavis Schr	opment LIC cam/Marcia	Berg	Date of Project: 11/20-202
ecessa	Name of Clie Contact Pers Description o	nt: <sub>_ Gra</sub> on: <u></u>	ata Develo cavis Schr t:Prairie	opment LIC cam/Marcia Trace Est	Berg	Date of Project:
i.	Name of Clie Contact Pers Description o	nt: _ Gra on: _ <sup>Tr</sup> f Project nt: _ <sup>Bui</sup>	ata Develo cavis Schr t:Prairie lder Stor	opment LIA ram/Marcia Trace Est ne and Mas	Bergates	Date of Project:
i.	Name of Clie Contact Pers Description of Name of Clie Contact Pers	nt: _ Gra on: _ Tr f Project nt: _ Bui on: _ Bra	ata Develo Tavis Schr t:Prairie .lder Stor	opment LIG ram/Marcia Trace Est ne and Mas	a Berg	Date of Project:
ecessa i.	Name of Clie Contact Pers Description of Name of Clie Contact Pers Description of	nt: _ Gra on: _ Tr f Project nt: _ Bui on: _ Bra on: _ Bra	ravis Schr t:Prairie .lder Stor undon Beck t: Piper C	opment LIA Tam/Marcia Trace Est me and Mas ter	a Bergates	Date of Project:

Equip #
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1200
1201
1202

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	Names:	Years experience:
Project Manager:	Dustin Walters	20
Superintendent:	Delbert Walters	33
Foreman: Dylan McKinney		8
Other Personnel:	Justin Spring	18

6. List of Proposed Major Subcontractors:

Each bidder shall enter in the space provided the name(s) of major subcontractors the bidder proposes to employ and the type of work the subcontractor will perform. A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five (5) percent or more of the total contract price.

Subcontractor	Address	Phone #	Type/Scope of Work
19			

7. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

of

My Appt. Expires 0513-2

	on of the recitals comprising this statement of  Date: 10-8-2021
Subscribed and sworn to before me this 8 Sharon A Guenther	day of <u>October</u> , 20 <u>2</u> 1by
(Signature of Notary Public) My commission expires: 05/13/2024	(seal, if any)  SHARON A. GUENTHE: Notary Public - State of K-183



# CERTIFICATE OF NONDISCRIMINATION MANDATORY PROVISIONS

### PROJECT # ED2001

### PRAIRIE TRACE WEST SEWER INTERCEPTOR

K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Gardner, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

- (1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;
- (2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;
- (3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner;
- (4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner; and
- that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Gardner cumulatively totals \$5,000 or less during the same fiscal year.

By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.

DATE: 10-8-2021 Walters Excavating LLC/Dustin Walters

Contractor/Principal

By:

Signature

Vice President

CORPORATE SEAL

(Official Title of Signer)



### **NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

### PROJECT # ED2001

### PRAIRIE TRACE WEST SEWER INTERCEPTOR

STATE OF Kansas COUNTY OF Miami
Dustin Walters, being first duly sworn deposes and says that:
(1) He is <u>Vice President</u> of <u>Walters Excavating LLC</u> , the Bidder that has submitted the attached Bid;
(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3) Such Bid is genuine and is not a collusive or sham bid;
(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardner, KS or any person interested in the proposed Contract;
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
By: Walters Excavating LLC
Name: Dustin Walters
Title:Vice President
Bidder: _Dustin Walters
Subscribed and sworn to before me this <u>8</u> day of <u>October</u> , 20 <u>21</u> by <u>Sharon A Guenther</u>
Sharon & Luerche (seal, if any) (Signature of Notary Public)
My commission expires 5/13/2024  SHARON A, GUENTHER Notary Public - State of Kansas My Appt. Expires 05/3-24



### **BID FORM**

### PROJECT # ED2001

### PRAIRIE TRACE WEST SEWER INTERCEPTOR

All Bid Pricing is to be in accordance with all General Conditions, Special Conditions, and Minimum Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSIO	N
1	6" PVC SDR -26	83	LF	60.00	4980.00	
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7	EXTRA DEPTH IN MANHOLE	55.1	VF	100.00	5510.00	
8	INSTALL AND MAINTAIN EROSION CONTROL	1	LS	9200.00	9200.00	
9	CONSTRUCTION STAKING	1	LS	3500.00	3500.00	
10	MOBILIZATION	1	LS	0	0	
11	OWNER FORCE ACCOUNT	1	LS	\$10,000.00		\$10,000.00
12						
13						
14						
				TOTAL	154755.00	

**TIME FOR COMPLETION** Substantial completion shall be achieved **90** days from Notice of Award. Final completion shall be achieved **21** days hereafter.

1 1	1	
Authorized Signature:	Date:	10-8-2021
Name and Title: Dustin Walters, VP	<del></del>	
Subscribed and sworn to before me this8 day of	October	,201 by Sharon A Guenther
(Signature of Notary Public)	(seal, if any)	SHARON A. GUENTHER  Notary Public - State of Kansas  My Appt. Expires C5 13-24
My commission expires: 05/13/2024		My Appt. Expires 05-13-34



### **PROPOSER'S AFFIDAVIT**

### PROJECT # ED2001

### PRAIRIE TRACE WEST SEWER INTERCEPTOR

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

Please type or print:
Legal Name of Person, Firm or Corporation:Walters Excavating LLC
Address: 24060 K68 Hwy
City/State/Zip: Paola, KS 66071
Contact Person: Dustin Walters
Phone: 913-530-6811 Email: waltersexcavating@gmail.com
Federal ID #:201166942
Type of Organization: □ Individual □ Small Business □ Non-profit □ Joint Venture
Attach copies of all such licenses, permits or certificates issued to the business entity.
<ul> <li>The undersigned person by his/her signature affixed hereon warrants that: <ul> <li>A. He/she is an officer of the organization.</li> <li>B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.</li> <li>C. The Proposer complies with all of the requirements of the Bid.</li> <li>D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.</li> <li>E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each): <ul> <li>Addendum No.:</li> <li>Dated:</li> <li>Addendum No.:</li> </ul> </li> <li>Addendum No.:</li> <li>Dated:</li> <li>Addendum No.:</li> </ul> </li> <li>Addendum No.:</li> <li>Dated:</li> <li>Addendum No.:</li> <li>Dated:</li> <li>Addendum No.:</li> <li>Dated:</li> <li>Addendum No.:</li> </ul>
Subscribed and sworn to before me this 8 day of October, 2021 by Sharon A Guenther  Sharon A Guenther  (seal, if any)  (Signature of Notary Public)  My commission expires: 05/13/2024
SHARON A. GUENTHER  Notary Public - State of Kansas  My Appt. Expires (5.13.2)

### ADDENDUM NO. 1

### Prairie Trace West Interceptor

DATE: OCTOBER 4, 2021

### THIS ADDENDUM ADDRESSES THE FOLLOWING:

### 1. QUESTIONS / CLARIFICATIONS:

- Q. The detail in the drawing shows CA-5 Backfill on street crossings. I was curious if this was a requirement or is the compacted backfill of onsite materials deemed acceptable. Also, (for clarification) are the paved areas of the apartment complex (private) considered street crossings or just the future 178th Street.
- A. City detail 60-3 shall be used under future 178th street to 4' back of curb. All other backfill shall be compacted to 95% of optimum moisture content, per General Note G on the cover sheet. Compaction testing shall be provided by the contractor per general note Q.

### **END OF ADDENDUM NO. 1**

### **ACKNOWLEDGEMENT BY BIDDER**

Each Bidder shall acknowledge receipt of Addendum No. 1 in the space provided below:

Contractor Signature

Date

Contractor Company Name: Walters Excavating LLC



### BID BOND

### PROJECT # ED2001

### PRAIRIE TRACE WEST SEWER INTERCEPTOR

Principal, hereinafter called the Principal, and Me corporation duly organized under the laws of the Sta called the Surety, are held and firmly bound un hereinafter called the Obligee, in the sum of Fifte	te of <u>Iowa</u> as Surety, hereinafter to the City of Gardner Kansas, as Obligee, en Thousand or Five percent of bid Dollars in well and truly to be made, the said Principal
WHEREAS, the Principal has submitted a bid	for the following project:
PROJECT: PRAIRIE TRACE WEST SEWE	R INTERCEPTOR
NOW THEREFORE, if the Obligee shall accept the linto a Contract with the Obligee in accordance with bonds as may be specified in the bidding or Contract the faithful performance of such Contract and for furnished in the prosecution thereof, or in the ever Contract and give such bond or bonds, if the Principal exceed the penalty hereof between the amount spewhich the Obligee may in good faith contract with a said bid, then this/her obligation shall be null and voice Signed and sealed this/her <a href="Mailto:8th">8th</a> day of <a href="Mailto:October:1981">October:1981</a> Signed and sealed this/her <a href="Mailto:8th">8th</a> day of <a href="Mailto:October:1981">October:1981</a> Signed and sealed this/her <a href="Mailto:8th">8th</a> day of <a href="Mailto:October:1981">October:1981</a> Signed and sealed this/her <a href="Mailto:8th">8th</a> day of <a href="Mailto:October:1981">October:1981</a> Signed and sealed this/her <a href="Mailto:8th">8th</a> day of <a href="Mailto:October:1981">October:1981</a> Signed and sealed this/her <a href="Mailto:8th">8th</a> day of <a href="Mailto:October:1981">October:1981</a> Signed and sealed this/her <a href="Mailto:8th">8th</a> day of <a href="Mailto:October:1981">October:1981</a> Signed and sealed this/her <a href="Mailto:8th">8th</a> day of <a href="Mailto:October:1981">October:1981</a> Signed and sealed this/her <a href="Mailto:8th">8th</a> day of <a href="Mailto:October:1981">October:1981</a> Signed and sealed this/her <a href="Mailto:8th">8th</a> day of <a href="Mailto:October:1981">October:1981</a> Signed and sealed this/her <a href="Mailto:8th">8th</a> day of <a href="Mailto:October:1981">October:1981</a> Signed and sealed this/her <a href="Mailto:9th">8th</a> day of <a href="Mailto:October:1981">October:1981</a> Signed and sealed this/her <a href="Mailto:9th">8th</a> day of <a href="Mailto:October:1981">October:1981</a> Signed and sealed this/her <a href="Mailto:9th">8th</a> day of <a href="Mailto:October:1981">October:1981</a> Signed and sealed this/her	

Ronda A. Kanicki

Ву:

Daniel B. McCarville

[Attorney-in-fact]



Know Ali Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Daniel B McCarville; Darin Johnson; Maria Dressman; Megan Rae Long; Melvin L Kueser; Tyler Wigger

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of

September

. 2021

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

President

COUNTY OF DALLAS ss. 13th day of

STATE OF IOWA

, before me appeared Larry Taylor, to me personally known, who being by me duly sworn September 2021 did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



### **POLLY MASON** Commission Number 750576

My Commission Expires January 07, 2023

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of

William Warner Is.



### **BIDDER'S QUALIFICATION STATEMENT**

### PROJECT # ED2001

### PRAIRIE TRACE WEST SEWER INTERCEPTOR

Name:		Walter	rs Ex	cavat	ing LLC			
	s:				Paola,			
Phone/	Fax/Email: _	913-29	94-27	44/91	3-273-1	544/	waltersexcavat	ing@gmail.
Years in	n business _	33		1				
List of o	contractors of	wned eq	uipmen	t availa	ble for this	s proje	ct. Attach as separ	ate submittal,
	ttachment							
-								
List of e		e projec	ts withi	n the la	ast four (4)	years	. Attach as separat	e submittal, if
	ary. Name of	Client: _ (	Grata <sub>.</sub>	Develo	pment II	7	Date of Project:	11/20-2021
necessa	ary. Name of	Client: _ (	Grata <sub>.</sub>	Develo	pment II	7		11/20-2021
necessa	Ary.  Name of  Contact F	Client: _ ( Person: _	Grata Travi	Develo s Schr	pment II.	a Bero	Date of Project:	11/20-2021 -3204
necessa	Ary.  Name of  Contact F  Description	Client: _ ( Person: _ on of Pro	Grata Travi ject: Pr	Develo s Schr airie	pment III am/Marci Trace Es	Berotates	Date of Project:  ginPhone: 913-226	11/20-2021 -3204 ork/utilitie
necessa i.	Name of Contact F Description	Client: _ ( Person: _ on of Pro Client: _ <sup>1</sup>	Grata Travi ject: Pr Builde	Develo s Schr airie r Ston	pment III am/Marci Trace Es	a Beretates	Date of Project:  gin Phone: 913-226  & Meadows/sitew  LLC ate of Project:	11/20-2021 -3204 ork/utilities 7/20-3/21
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necessa i.	Name of Contact F Description Name of Contact F Description	Client: _ ( Person: _ on of Pro Client: _ 1 Person: _ 1	Grata Travi ject: Pr Builde Brando ject: P	Develo s Schr airie r Ston n Beck	npment IIA am/Marcia Trace Es e and Mas er	a Beretates	Date of Project:  ginPhone: 913-226  & Meadows/sitew  LLE Date of Project:  Phone: 913-766	11/20-2021 -3204 ork/utilities 7/20-3/21 4-4446 ties
i.	Name of Contact F Description Name of Contact F Description	Client: _ ( Person: _ on of Pro Client: _ 1 Person: _ 1 on of Pro Client: _ 2	Grata Travi ject: Pr Builde Brando ject: P	Develors Schrairie r Ston n Beck iper C	npment LLA am/Marcia Trace Es e and Mas er	a Bero	Date of Project:  2 10 Phone: 913-226  & Meadows/sitew  LL Date of Project:  Phone: 913-76  Sitework & Utilia	11/20-2021 -3204 ork/utilities 7/20-3/21 4-4446 ties 8/2020

2016 F250 Super Duty 2007 Chevy Pickup 2007 Chevy Pickup 2017 Dodge Ram 5500 Truck 2017 Dodge Ram 5500 Truck 2001 Kenworth Water Truck 2001 Kenworth Water Truck 1998 Kenworth Dump Truck 1998 Kenworth Tractor T880 2017 Volvo ADT A30G 2018 F50J John Deere Dozer 2016 Komatsu Dozer 61 PXI 2016 Komatsu Dozer 61 PXI 2018 Hammer Hydraulic Breaker 2018 Hammer Hydraulic Breaker 2018 Hammer Hydraulic Breaker 2018 Komatsu PC290LC 2016 Komatsu PC360LCi-11 2018 PC390LCi-11 2018 PC39		1202 2017 7	1201 2015 1	1200 2015 (	1006 2018 7		2003		1987	1000	804 2017 1		800 2006 3	703 2018 1	2016		600 2013 1	502 2018		500 2006				401 2006			2017	306 2019 1	305	304		302 1998 1	301 2001 1	300 2007	104 2017 1	103 2020 2		101 2016 1	The second secon
	Shop Tools and Miscellaneous	Topcon FC5000, Data Collector, Pos	Breaker	GPS 60 Leica	Frail King Trailer (lowboy)	Monon Box Trailer	Hillsboro Trailer	Belshe Trailer	Great Dane Trailer		Hamm Roller H12	3307 Hamm Roller	3307P Hamm Roller	PC390LCi-11	Komatsu PC360LCi-11	Komatsu PC290LC	Bobcat Skidsteer	JD 624K-II Loader	Hammer Hydraulic Breaker	544J John Deere Loader	2020 JD 772G Motor Grader	Ripper-U for Dozer	Komatsu Dozer 61 PXI	550J John Deere Dozer	D61EXI-24 Komatsu Dozer w/h	Volvo ADT A30G	A30G	Tractor	Parameter Control of the Control of	an	A CONTRACTOR OF THE CONTRACTOR	Kenworth Dump Truck	Kenworth Water Truck	F750 Ford Work Truck	Dodge Ram 5500 Truck	2500 Limited 4x4 Crew Cab	Chevy Pickup	F250 Super Duty	

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	Names:	Years experience:
Project Manager:	Dustin Walters	20
Superintendent:	Delbert Walters	33
Foreman:	Dylan McKinney	8
Other Personnel:	Justin Spring	18

6. List of Proposed Major Subcontractors:

Each bidder shall enter in the space provided the name(s) of major subcontractors the bidder proposes to employ and the type of work the subcontractor will perform. A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five (5) percent or more of the total contract price.

Subcontractor	Address	Phone #	Type/Scope of Work
Na			

7. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

The undersigned hereby authorizes and request information requested by the City in verification bidder's qualifications.  Authorized Signature:  VP (Title)	
Subscribed and sworn to before me this8 Sharon A Guenther	day of October, 20_21by
(Signature of Notary Public) My commission expires: 05/13/2024	(seal, if any)

Notary Public - State of k. My Appt. Expires 05-13-2



# CERTIFICATE OF NONDISCRIMINATION MANDATORY PROVISIONS

### PROJECT # ED2001

### PRAIRIE TRACE WEST SEWER INTERCEPTOR

K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Gardner, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

- (1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;
- that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;
- (3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner;
- (4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner; and
- (5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Gardner cumulatively totals \$5,000 or less during the same fiscal year.

By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.

DATE: 10-8-2021 Walters Excavating LLC/Dustin Walters

By:

Signature

CORPORATE SEAL

Vice President

(Official Title of Signer)

Contractor/Principal



### NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

### PROJECT # ED2001

### PRAIRIE TRACE WEST SEWER INTERCEPTOR

STATE OF Kansas) COUNTY OF Miami)
Dustin Walters, being first duly sworn deposes and says that:
(1) He is <u>Vice President</u> of <u>Walters Excavating LLC</u> , the Bidder that has submitted the attached Bid;
(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3) Such Bid is genuine and is not a collusive or sham bid;
(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardner, KS or any person interested in the proposed Contract;
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
By: Walters Excavating LLC
Name: Dustin Walters
Title: Vice President
Bidder: _ Dustin Walters
Subscribed and sworn to before me this <u>8</u> day of <u>October</u> , 20 <u>21</u> by Sharon A Guenther
Sharon & Lunchan (seal, if any) (Signature of Notary Public)
My commission expires. 5/13/2024  SHARON A, GUENTHER Notary Public - State of Kansas My Appt. Expires C5-13-24

BUILDING 5 62 FT DDS 10"X6" TEE 8 LF RISER THEN 4 LF 0F 6" PVC @1.3% FL=1019.5 MSFE=1022.5

BUILDING 4 50 FT DDS 10"X6" TEE 11 LF RISER THEN 2 LF OF 6" PVC @1.3% FL=1018.9 MSFE=1021.9 NOTES:

BUILDING 6 64 FT DDS 8"X6" TEE 2 LF RISER THEN 9 LF OF 6" PVC @1.3% FL=1022.1 MSFE=1025.1 THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING UTILITY LOCATIONS PRIOR TO EXCAVATION.
 SSNR = SEWER SERVICE NOT REQUIRED.

Kansas One Call 811 JOHNSON COUNTY BENCHMARK:

23930 NEUGE LANE
SET ON NW CORNER OF HEADWALL.
FROM INTERSECTION OF 175TH ST AND HEDGE LANE
GO WEST ON 175TH ST. 0.5 MILES TO A CONCRETE BO

띪

PREPARED BY:

### COUNCIL ACTION FORM NEW BUSINESS ITEM No. 1

MEETING DATE: NOVEMBER 1, 2021

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

**Discussion Item:** Consider adopting an ordinance amending Ordinance No. 2640 of the City

in connection with the Waverly Plaza Community Improvement District

Strategic Priority: Promote Economic Development; Fiscal Stewardship; Quality of Life;

Infrastructure and Asset Management

**Department:** Finance

### Staff Recommendation:

Staff recommends adopting an ordinance amending Ordinance No. 2640 changing the start date for collection of the Waverly Plaza Community Improvement District (CID) Sales Tax.

### **Background/Description of Item:**

On December 16, 2019, City Council approved the establishment of a CID for the Waverly Plaza Development. The start date of district was set for January 1, 2022. At this time, there are no existing businesses within the district to generate sales tax.

The purpose of this ordinance is to remove the January 1, 2022, start date and provide substitute language regarding the timing of the CID sales tax collection. In the proposed ordinance, the collection of the CID sales tax would now commence on (i) the date that the first retail user within the CID is open for business, (ii) such other date as determined by the City, or (iii) the earliest date following the foregoing of (i) or (ii) on which the Kansas Department of Revenue agrees to begin the imposition of the CID Sales Tax.

Bond Counsel Ellsworth will be available at the City Council meeting to answer any questions from the Governing Body.

### **Financial Impact:**

This ordinance will delay the imposition of a 1% CID sales tax on the district.

### Attachments:

Ordinance No. 2720

### **Suggested Motion:**

Adopt Ordinance No. 2720, an ordinance amending Ordinance No. 2640 of the City of Gardner, Kansas, in connection with the Waverly Plaza Community Improvement District in the City

### **ORDINANCE NO. 2720**

# AN ORDINANCE AMENDING ORDINANCE NO. 2640 OF THE CITY OF GARDNER, KANSAS, IN CONNECTION WITH THE WAVERLY PLAZA COMMUNITY IMPROVEMENT DISTRICT IN THE CITY.

**WHEREAS**, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "Act"), municipalities are authorized to create community improvement districts for economic development purposes and any other purpose for which public money may be expended;

**WHEREAS**, the City of Gardner, Kansas (the "City"), is a municipality within the meaning of the Act;

**WHEREAS**, pursuant to the Act, Ordinance No. 2640 of the City, passed on December 16, 2019, and other proceedings of the City, the Governing Body of the City established a community improvement district known as the "Waverly Plaza CID" (the "CID");

**WHEREAS**, Section 4 of Ordinance No. 2640 levied a community improvement sales tax within the CID in the amount of 1.00% (the "CID Sales Tax") and indicated that collection of the CID Sales Tax would commence on January 1, 2022;

WHEREAS, pursuant to Resolution No. 2037 of the City, adopted on November 18, 2019, the Governing Body of the City authorized the execution and delivery of a Memorandum of Understanding (the "MOU") between the City and The Bristol Groupe, LLC, a Kansas limited liability company (together with its affiliates, the "Developer"), to describe, in general terms, the rights and obligations of the parties with respect to the development of a commercial and residential project (the "Project");

**WHEREAS**, construction has not yet commenced on the Project, and the City and the Developer have determined it is necessary and advisable to delay the commencement of the CID Sales Tax beyond the date specified in Ordinance No. 2640; and

**WHEREAS**, the Governing Body of the City hereby finds and determines that it is in the best interest of the City to delay the commencement of the CID Sales Tax;

# NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS AS FOLLOWS:

**Section 1.** Section 4 of Ordinance No. 2640 of the City is hereby deleted in its entirety and replaced with the following:

**Section 4.** Levy of Sales Tax. In accordance with the Act and to provide funds to pay a portion of the costs of the Project, the Governing Body of the City hereby levies a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services within the CID in the amount of 1.00%, *i.e.*, the "CID Sales Tax." The collection of the CID Sales Tax shall commence on: (i) the date that the first retail user within the CID is open for

business; (ii) such other date as determined by the City; or (iii) the earliest date following the foregoing (i) or (ii) on which the Kansas Department of Revenue agrees to begin the imposition of the CID Sales Tax. The CID Sales Tax shall expire 22 years from the date the Department of Revenue begins the collection of such tax. The CID Sales Tax shall be administered, collected and subject to the provisions of K.S.A. 12-187 et seq., this Ordinance (as may be amended from time to time), and the MOU or any development agreement between the City and the Developer which supersedes the MOU. The CID Sales Tax will be applied on an annual basis to: (a) reimburse the City for its share of debt service payable in connection with the special benefit district created pursuant to Resolution No. 2032 of the City, adopted on October 7, 2019, as subsequently amended (the "Waverly Plaza SBD"), which Waverly Plaza SBD improvements comprise a portion of the proposed Project; (b) reimburse the Developer for its share of debt service payable in connection with the Waverly Plaza SBD; and (c) reimburse the Developer for certain other costs of the Project as agreed to by the City.

**Section 2.** *Exhibit A* to Ordinance No. 2640 of the City is hereby deleted in its entirety and replaced with *Exhibit A* to this Ordinance to reflect that the real property included within the CID and described in Ordinance No. 2640 has since been platted.

**Section 3.** The Mayor, City Clerk and other appropriate officers of the City are hereby authorized and directed to execute, attest, acknowledge and deliver for and on behalf of and as the act and deed of the City, any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 4.** This Ordinance shall be in force and take effect from and after publication of the Ordinance once in the official City newspaper. When this Ordinance becomes effective in accordance with this section, the City Clerk shall provide a certified copy of the same to the State Director of Taxation pursuant to K.S.A. 12-189 and shall submit a copy of this Ordinance, together with Ordinance No. 2640 of the City, for recording in the office of the register of deeds of Johnson County, Kansas.

[Remainder of Page Intentionally Left Blank]

**PASSED** by the Governing Body of the City and approved by the Mayor on November 1, 2021.

# (Seal) (Seal) Mayor ATTEST: City Clerk

### **EXHIBIT A**

### **Legal Description of Waverly Plaza CID**

- Lot 1, Waverly Plaza, a subdivision in the City of Gardner, Johnson County, Kansas, and
- Lot 2, Waverly Plaza, a subdivision in the City of Gardner, Johnson County, Kansas, and
- Lot 3, Waverly Plaza, a subdivision in the City of Gardner, Johnson County, Kansas, and
- Tract A, Waverly Plaza, a subdivision in the City of Gardner, Johnson County, Kansas.

### **COUNCIL ACTION FORM**

### **NEW BUSINESS ITEM No. 2**

MEETING DATE: NOVEMBER 1, 2021

STAFF CONTACT: DAVID KNOPICK, COMMUNITY DEVELOPMENT DIRECTOR

**Agenda Item:** Consider accepting a voluntary annexation with landowner consent

**Strategic Priority:** Promote Economic Development

**Department:** Community Development

### Staff Recommendation:

Staff recommends adopting an ordinance for a voluntary annexation of a parcel of land as described in the ordinance, annexing property owned by Thomas and Julie Trigg.

### **Background/Description of Item:**

A request to voluntarily annex the tract was received by the City, signed by Thomas and Julie Trigg. The property adjoins land already in the City of Gardner and therefore can be annexed upon receipt of a voluntary annexation request from the property owners.

The attached Voluntary Consent Annexation Agreement outlines the terms agreed upon by the City and the property owner as conditions for this consent annexation. The terms are consistent with the direction of the governing body regarding annexation of rural properties in the City's planning and growth area. Consent annexations are not subject to resolution, notice, public hearing, and extension of services plan requirements that may apply to other annexations.

### **Financial Impact:**

The city will experience normal growth in its utilities structure.

### **Attachments included:**

- Map of Tract
- Ordinance No. 2721
- Consent Annexation Request

### **Suggested Motion:**

Accept the Voluntary Consent Annexation request of the Thomas C. Trigg and Julie G. Trigg property and adopt Ordinance No. 2721, an ordinance annexing land to the City of Gardner, Kansas.



### **ORDINANCE NO. 2721**

AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDNER, KANSAS.

WHEREAS, the following described land is located in Johnson County, Kansas;

WHEREAS, a written petition and/or consent for annexation of the following described land, signed by all of the owners thereof, have been filed with the City of Gardner, Kansas pursuant to K.S.A. 12-520(a)(7), as amended; and

WHEREAS, the governing body of the City of Gardner, Kansas, finds it advisable to annex such land.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

<u>Section 1</u>. That the following described land is hereby annexed and made a part of the City of Gardner, Kansas:

### Legal Description:

All that part of the East Half of the Southeast Quarter of Section 1, Township 15, Range 22, Johnson County, Kansas described as follows: Commencing at the Southwest corner of the East Half of the Southeast Quarter of said Section 1, thence North 0 degrees 07 minutes 41 seconds East along the West line of the East Half of the Southeast Quarter of said Section 1, a distance of 50.00 feet; thence south 89 degrees 06 minutes 32 seconds East parallel to the South line of said Section 1, a distance of 319.50 feet to the point of beginning, said point being the Southeast corner of Lot 1, Moonlight Subdivision, Johnson County, Kansas, thence North 0 degrees 0 minutes 08 seconds West along the East line of said Lot 1, a distance of 275.00 feet; thence South 89 degrees 06 minutes 30 seconds East, a distance of 275 feet; thence North 89 degrees 06 minutes 32 seconds West, a distance 30.00 feet to the point of beginning.

Section 2.	That this ordinance	shall be effective	e from and	after its	passage,	approval	and
publication	n in the official city ne	ewspaper.					

PASSED AND APPROVED by the Governing Body of the City of Gardner, Kansas this 1<sup>st</sup> Day of November, 2021.

(SEAL)	Steve Shute, Mayor	
ATTEST:		
Sharon Rose, City Clerk		
APPROVED AS TO FORM:		
Ryan B. Denk, City Attorney		

### VOLUNTARY CONSENT ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made a	and entered into this	day of
, 20 , between the City of Gardi	ner, Kansas, a municipal	corporation (the City),
and Thomas C. Trigg and Julie G. Trigg (Proper	ty Owners).	
RECI	TALS	
A. The Property Owner(s) are the owners of record ("Property") located in unincorporated areas of I platted subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Gardness of I will be a subdivision adjacent to the City of Ci	Johnson County, Kansas ad	I real property jacent to or within a
Legal Description:		
Meyers Country Estates, Lot 2, AND	; ;	
All that part of the East Half of the Southeas	st Quarter of Section 1. Tov	vnship 15, Range 22,

All that part of the East Half of the Southeast Quarter of Section 1, Township 15, Range 22, Johnson County, Kansas described as follows: Commencing at the Southwest corner of the East Half of the Southeast Quarter of said Section 1, thence North O degrees 07 minutes 41 seconds East along the West line of the East Half of the Southeast Quarter of said Section 1, a distance of 50.00 feet; thence south 89 degrees 06 minutes 32 seconds East parallel to the South line of said Section 1, a distance of 319.50 feet to the point of beginning, said point being the Southeast corner of Lot 1, Moonlight Subdivision, Johnson County, Kansas, thence North O degrees O minutes 08 seconds West along the East line of said Lot 1, a distance of 275.00 feet; thence South 89 degrees 06 minutes 30 seconds East, a distance 30.00 feet; thence South O degrees O minutes 08 seconds East, a distance of 275 feet; thence North 89 degrees 06 minutes 32 seconds West, a distance 30.00 feet to the point of beginning.

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This contract is entered into in the spirit of the consideration of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

- 1. <u>Consent to Annexation</u>. Property Owner(s) consents to annexation of the Property into the City of Gardner, Kansas. In the event of a default of any of the City's obligations under this Agreement, the Property Owner(s) sole recourse shall be to petition the City for de-annexation.
- 2. Property Tax Abatement. Prior to the Key Development Point, for a period not to exceed twenty (20) years, the City agrees to rebate the City's portion of the Property Owner's ad valorem taxes on the Property to the Property Owner(s) in accordance with the City's rebate policy. For purposes of this paragraph the Key Development Point is defined as the earlier of: (1) rezoning of the property to a use other than A (Agriculture), RUR (Rural), or RLD (Residential Low Density; or (2) sale of the property to subsequent property owner who commits the use of the property to a use other than the present agricultural or residential low density use. City also agrees that Property Owner shall not be required to make other payments for City services that Property Owner does not use.
- Extension of City Services. The parties agree that the Property is currently adequately served
  by existing utilities. Public Infrastructure will not be improved specific to this property until

the owner and the Governing Body determine that such improvements are necessary, prudent and feasible for the service of this property. Nothing in this agreement shall require the Governing Body to approve or establish any benefit district for the financing of public infrastructure except where required by Law.

- 4. Zoning. The Property is currently zoned Rural (RUR) by the County. A copy of the County zoning regulations application to the RUR zoning district at the time of annexation are attached hereto as Exhibit B. Pursuant to Kansas law, following annexation, the Property shall retain its County zoning until such time that a rezoning of the property may be approved. Similarly, again pursuant to Kansas law, any legal, non-conforming uses existing on the Property immediately preceding annexation may continue until such time as any such use loses its legal, non-conforming use status under the laws of this State.
- 5. <u>Acceptance of Annexation</u>. The annexation will not become effective until after the City Council formally approves and adopts the necessary Annexation Ordinance as required by Kansas Statutes and said ordinance is published once in the official City newspaper.
- 6. Savings Clause. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, nor shall such invalidity, illegality or unenforceability affect the validity, legality or enforceability of the remainder of the Agreement. Furthermore, the parties agree that such invalid, illegal or unenforceable provision may be reformed to the greatest extent permitted by law to most closely meet the intent of the parties in effecting the purpose expressed by the contractual provision deemed invalid, illegal or unenforceable.
- This document shall constitute the entire Agreement between the undersigned landowner(s) and the City of Gardner, Kansas.

Now, therefore, in consideration of the City of Gardner's agreeing to the above conditions for the above described property, the undersigned does give full and complete consent to the City of Gardner to annex the above described property in accordance with the laws of the state of Kansas at any time after the date of this agreement.

This agreement shall run with the land described and shall be binding upon the heirs, grantees successors and assigns of the undersigned.

DAY OF	, 20
	CITY OF GARDNER, KANSAS
	BY:
ATTEST:	Steve Shute, Mayor
THILDI.	

Approved as to form:

Ryan Denk, City Attorney

In Witness thereof, the undersigned have caused this agreement to be executed on day of,  20  Owners of Record:  By:  Thomas C. Trigg  By:  Julie G. Trigg	
State of Texas	
County of DallaS	
The foregoing instrument was acknowledged before me this day of <u>october</u> ,	
20 <u>21</u> , by	
Notary Public Seal ROXANNA N. CAZARE My Notary ID # 1300608 Expires December 23, 20	=Z 332 022

To: The Governing Body of the City of Gardner, Kansas.

The undersigned owners of record of the following described land hereby petition the Governing Body of the City of Gardner, Kansas to annex such land to the city. The land to be annexed is described as follows:

(Adjoining property by request)

All that part of the East Half of the Southeast Quarter of Section 1, Township 15, Range 22, Johnson County, Kansas described as follows: Commencing at the Southwest corner of the East Half of the Southeast Quarter of said Section 1, thence North O degrees 07 minutes 41 seconds East along the West line of the East Half of the Southeast Quarter of said Section 1, a distance of 50.00 feet; thence south 89 degrees 06 minutes 32 seconds East parallel to the South line of said Section 1, a distance of 319.50 feet to the point of beginning, said point being the Southeast corner of Lot 1, Moonlight Subdivision, Johnson County, Kansas, thence North O degrees O minutes 08 seconds West along the East line of said Lot 1, a distance of 275.00 feet; thence South 89 degrees 06 minutes 30 seconds East, a distance 30.00 feet; thence North 89 degrees 06 minutes 32 seconds West, a distance 30.00 feet to the point of beginning.

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Such land lies upon or touches the city boundary line.

The undersigned further warrant and guarantee that they are the only owners of record of the land. Signed this 14 day of October , 201.

homas C. Trigg, Owner

Julie G. Trigg, Owner

### **COUNCIL ACTION FORM**

### **New Business Item No. 3**

MEETING DATE: NOVEMBER 1, 2021

STAFF CONTACT: TIM McELDOWNEY, CITY ENGINEER

**Agenda Item:** Consider a resolution providing the Authority to Award a contract with the

Kansas Department of Transportation (KDOT) for the US-56

Reconstruction project

**Strategic Priority:** Infrastructure and Asset Management

Fiscal Stewardship Quality of Life

**Department:** Public Works

### Staff Recommendation:

Staff recommends adopting a resolution providing the Authority to Award the Contract and Commitment of City Funds for the US-56 Reconstruction project.

### **Background/Description of Item:**

The City has been granted federal funds to reconstruct US-56 from Sycamore Street to Old US-56. The Authority to Award Contract commits the City to providing matching funds towards construction of the project. KDOT will administer the construction agreement.

Bids for the project were received and publicly opened by KDOT on October 20, 2021. A summary of the bids received follows:

<u>Bidder</u>	<u>Total Bid</u>
Amino Brothers Company, Inc.	\$6,130,332.00
Miles Excavating, Inc.	\$6,452,269.00
Emery Sapp & Sons, Inc.	\$6,585,874.00
JM Fahey Construction Company	\$6,988,365.00
Clarkson Construction Company	\$7,366,165.00

### Financial Impact:

After deducting KDOT's contribution to the construction cost, the city is responsible for the remaining \$2,781,000 as shown in the Authority to Award contract. The city also requested and will receive up to \$735,000 toward construction from the Johnson County CARS program. Final project cost and city financial responsibility will be determined at the completion and audit of the project. The City's portion of the costs will be initially financed with cash until General Obligation Bonds are issued for permanent financing. The Special Highway Fund will transfer funds annually to the Bond & Interest Fund to cover annual debt service.

The estimated updated project budget is as follows:

Design	\$ 414,060
Right of Way	\$ 205,145
Construction	\$ 6,130,332
Inspection and Testing	\$ 427,828
Total Project Cost	\$ 7,138,126
KDOT Funding	\$ 3,350,000
CARS	\$ 735,000
Price Chopper (signal)	\$ 400,000
City Cost	\$ 2,653,126

### **Attachments Included:**

- Recommendation to award
- Resolution No. 2095 Authority to Award Contract
- Invoice for City Matching Funds
- As Read Project Bids

### **Suggested Motion:**

Adopt Resolution No. 2095, a resolution providing the Authority to Award the Contract and Commitment of City Funds for the US-56 Reconstruction Project.



Dwight D. Eisenhower State Office Building 700 S.W. Harrison Street Topeka, KS 66603-3745

Julie L. Lorenz, Secretary Michael J. Stringer, P.E., Chief Phone: 785-296-3861 Fax: 785-296-6946 kdot#publicinfo@ks.gov http://www.ksdot.org

Laura Kelly, Governor

October 27, 2021

Project Number: 046 KA-5420-01 ACNHP-A542(001)

City of Gardner Mr. Tim McEldowney, P.E. City Engineer 120 E Main Gardner, KS 66030-

Dear Mr. McEldowney:

We are listing below the bidder and the low bid received at Topeka, KS on 10/20/2021 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
AMINO BROTHERS COMPANY INC	Gardner CCLIP-PR: US56 from Sycamore	\$6,130,749
KANSAS CITY, KS	St to Moonlight Rd	

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 11/12/2021. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering less a maximum of \$3,350,000 State funds will require City matching funds in the amount of \$2,781,000. The City remittance should be made on or before 12/9/2021.

Sincerely,

Digitally signed by Lisa M. Roth DN: CN=Lisa M. Roth, OL-Buraeu of Local Projects, O-Kansas Department of Transportation, Le Topeka, S-Kansas, CaUS

for Michael J. Stringer, P.E., Chief Bureau of Local Projects

mjs/tls/lmr Enclosures

c Mayor/City Manager

Ms. Pam Anderson, Chief of Fiscal Services Mr. Leroy Koehn, P.E., District One Engineer

# Resolution No. 2095 AUTHORITY TO AWARD CONTRACT COMMITMENT OF CITY FUNDS

10/27/2021

2 Copies to City

Project Number: 046 KA-5420-01 ACNHP-A542(001)

WHEREAS bids were received at Topeka, KS on 10/20/2021 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
AMINO BROTHERS COMPANY INC	Gardner CCLIP-PR: US56 from Sycamore St to Moonlight	\$6,130,749
KANSAS CITY, KS	Rd	

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

# A combination of bid items and construction engineering less a maximum of \$3,350,000 State funds will require City matching funds in the amount of \$2,781,000.

BE IT FURTHER RESOLVED that City funds in the amount of \$2,781,000 which are required for the matching of Maximum State funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 12/9/2021 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The City certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this	day of	, 20, at	, Kansas.
	Recommended for Approval:		
	City Engineer/Road Supervisor		 , Mayor
Attest:	City Engineer/Road Supervisor		
			 , Member
	(Seal)		
			 , Member
	City Clerk		

# INVOICE \*Keep for your Records\* Due on of before 12/9/2021 PRELIMINARY STATEMENT OF COSTS

046 KA-5420-01 ACNHP-A542(001)

Gardner CCLIP-PR: US56 from Sycamore St to Moonlight Rd

Please Remit Payment to: Kansas Department of Transportation **Bureau of Fiscal Services** 700 SW Harrison Street, 3rd Floor West **Topeka, KS 66603** 

Construction and CE Breakdown	
Bid Amount	\$6,130,332
Water (for grading	\$417
Sub-Total Actual Bid Amount	\$6,130,749
LPA CE Contract	\$0
Sub-Total Construction and CE	\$6,130,749
State-aid Non-Participating Const. Costs	\$89,103
State-aid Non-Participating CE	\$0
Participating PE Costs	\$0
Participating Railroad Costs	\$0
Participating ROW Costs	\$0
Participating Utility Costs	\$0
State Participating Project Costs	\$6,041,646
Total Project Costs	\$6,130,749

CE Breakdown	
Total LPA CE	\$0
State Non-Participating CE	\$0
State Participating CE	\$0

State/City Funding Summary			
Total Project Costs	\$6,130,749		
100% City Funds Due to Non-Participating	\$89,103		
State Participating Project Costs	\$6,041,646		
Fund 1- Available Funding	\$2,666,667		
75% State Funds	\$2,000,000		
25% City Funds	\$666,667		
Costs Remaining for 90/10 Funding	\$3,374,979		
Fund 2- Available Funding	\$1,500,000		
90% State Funds	\$1,350,000		
10% City Funds	\$150,000		
100% City Funds Due to Max Funding	\$1,874,979		

Fund 1- Maximum State Funds 75/25	\$2,000,000
Fund 2- Maximum State Funds 90/10	\$1,350,000

Key				
KDOT	Kansas Department of Transporation			
LPA	Local Public Authority			
CE	Construction Engineering (Inspection			
Const.	Construction			

Totals						
	City Funds	Federal Funds	State Funds	Total Funds		
State Non-Participating Construction	\$89,103			\$89,103		
State Non-Participating CE	\$0			\$0		
Fund 1- 75% State Funds			\$2,000,000	\$2,000,000		
Fund 2- 90% State Funds			\$1,350,000	\$1,350,000		
Fund 1- 25% City Funds	\$666,667			\$666,667		
Fund 2- 10% City Funds	\$150,000			\$150,000		
City Funds Due to Max Funding	\$1,874,979			\$1,874,979		
Total	\$2,780,749	\$0	\$3,350,000	\$6,130,749		

Amount to Bill LPA (Rounded Up)
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10/21/21, 12:23 PM As Read Bidders List



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### **BUREAU OF CONSTRUCTION & MATERIALS**

As Read By Project (Bidders List by Individual Project)

Date: 10/20/2021

Contract Number: 521102141

Project Number: U056-046 KA 5420-01

Federal Number: ACNHP-A542(001)

**Description: GRADING AND SURFACING** 

County: JOHNSON

State Ties: -

Total Records: 5

**Helpful Definitions** 

Contractor Name	Bid Amount
AMINO BROTHERS COMPANY INC	\$6,130,332.00
MILES EXCAVATING, INC.	\$6,452,269.00
EMERY SAPP & SONS INC AND SUBSIDIARIES	\$6,585,874.00
J M FAHEY CONSTRUCTION COMPANY	\$6,988,365.00
CLARKSON CONSTRUCTION COMPANY	\$7,366,165.00

### City of Gardner, KS Council Actions

November 1, 2021

The City Council took the following actions at the November 1, 2021, meeting:

- 1. Mayor Shute read into record a proclamation November 1, 2021 as Gardner Gold Special Olympics Day in the City of Gardner, Kansas.
- 2. Approved the minutes as written for the regular meeting on October 18, 2021. (Passed unanimously)
- 3. Approved City expenditures prepared October 15, 2021 in the amount of \$1,428,259.79; and October 22, 2021 in the amount of \$257,175.74. (Passed unanimously)
- 4. Appointed Steve Gallardo to the Citizens Police Advisory Committee with a term expiring November 2023. (Passed unanimously)
- 5. Authorized the City Administrator to execute a contract with Walters Excavating, LLC for the Prairie Trace West Sewer Interceptor Project, in an amount not to exceed \$154,755.00. (Passed unanimously)
- 6. Adopted Ordinance No. 2720, an ordinance amending Ordinance No. 2640 of the City of Gardner, Kansas, in connection with the Waverly Plaza Community Improvement District in the City. (Passed unanimously)
- 7. Accepted the Voluntary Consent Annexation request of the Thomas C. Trigg and Julie G. Trigg property and adopted Ordinance No. 2721, an ordinance annexing land to the City of Gardner, Kansas. (Passed unanimously)
- 8. Adopted Resolution No. 2095, a resolution providing the Authority to Award the Contract and Commitment of City Funds for the US-56 Reconstruction Project. (Passed unanimously)